

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting of public meetings. Subsequent thereto, Governor Newsom issued Executive Order N-33-20 (3-19-20) ordering all individuals to stay at home or at their place of residence. Accordingly, it has been determined that all Board meetings of the Lake Elsinore and San Jacinto Watersheds Authority held pursuant to the Brown Act will be conducted virtually.

LESJWA BOARD OF DIRECTORS REGULAR MEETING THURSDAY, JUNE 18, 2020 – 4:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the June 18, 2020 meeting of the Lake Elsinore and San Jacinto Watersheds Authority by telephone* and virtually through the Zoom app as follows:

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| Meeting Access Via Computer (Zoom)*: |
| • https://sawpa.zoom.us/j/95249504964?pwd=aU9ac0UrQi9FMVVnakxDWW9jeS9ZZz09 |
| Meeting Access Via Telephone*: 1 (669) 900-6833 |
| • Meeting ID: 952 4950 4964 |
| • Meeting Password: 487594 |
| <small>*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.</small> |

If you are unable to participate by telephone* or virtually, you may also submit your comments and questions in writing for the Board's consideration by sending them to publiccomment@sawpa.org with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, June 17, 2020. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

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| <p>*IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting.</p> |
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Lake Elsinore & San Jacinto Watersheds Authority



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PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY BOARD MEMBER MAY CALL INTO THE BOARD MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT’S TELECONFERENCING REQUIREMENTS.

VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:

Due to the spread of COVID-19, and until further notice the Lake Elsinore and San Jacinto Watersheds Authority will be holding all upcoming Board meetings by teleconferencing and virtually through Zoom.

The meeting will be accessible as follows:

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| Meeting Access Via Computer (Zoom)*: | |
| • https://sawpa.zoom.us/j/95249504964?pwd=aU9ac0UrQi9FMVVnakxDWW9jcS9ZZz09 | |
| Meeting Access Via Telephone*: 1 (669) 900-6833 | |
| • Meeting ID: 952 4950 4964 | • Meeting Password: 487594 |
| *Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting. | |

All votes taken during this meeting will be conducted by oral roll call.

**LESJWA BOARD OF DIRECTORS REGULAR MEETING
THURSDAY, JUNE 18, 2020 – 4:00 P.M.**

AGENDA

1. **CALL TO ORDER** (Phil Williams, Chair)

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

Members of the public may address the Board on items within the jurisdiction of the Board; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

4. **ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of Lake Elsinore & San Jacinto Watersheds Authority subsequent to the posting of the agenda.

5. **CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Board by one motion as listed below.

A. **APPROVAL OF MEETING MINUTES: APRIL 16, 2020**7
Recommendation: Approve as posted.

- B. [TREASURER’S REPORTS: MARCH - APRIL 2020](#)13
Recommendation: Approve as posted.

- C. [EDUCATION AND OUTREACH COMMITTEE STATUS REPORT: QUARTERLY REPORT APRIL – JUNE 2020](#)29
Recommendation: Approve as posted.

- D. [TMDL TASK FORCE REPORT: APRIL 21, 2020](#).....43
Recommendation: Approve as posted.

- 6. **NEW BUSINESS**
 - A. [EDUCATION AND OUTREACH SUPPORT SERVICES – CONSULTANT SUPPORT \(LES#2020.17\)](#) 45
Presenter: Mark Norton
Recommendation: Authorize General Services Agreement and Task Order No. DEGR477-05 with DeGrave Communications, Inc. for an amount not-to-exceed \$25,000/yr for the LESJWA Education and Outreach Program for Fiscal Years 2020-21, 2021-22, and 2022-23.

 - B. [LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL COMPLIANCE MONITORING PROGRAM \(LES#2020.18\)](#) 71
Presenter: Mark Norton
Recommendation: Authorize a General Services Agreement and Task Order No. CDM160-04 with CDM Smith, Inc. for an amount not-to-exceed \$100,000.00 to further support the LE&CL TMDL adoption process and provide technical support services to the Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force for fiscal year 2020-21.

- 7. **INFORMATION REPORTS**
 - A. [LAKE ELSINORE ADVANCED PUMPED STORAGE PROJECT \(LEAPS\) UPDATE \(LES#2020.19\)](#)85
Presenter: Mark Norton
Recommendation: Receive and file status report on Nevada Hydro Company’s, Inc. (Nevada Hydro) Lake Elsinore Advanced Pumped Storage (LEAPS) Project.

 - B. [LAKE ELSINORE PROPOSITION 1 GRANT APPLICATION STATUS \(LES#2020.20\)](#).....87
Presenter: Mark Norton
Recommendation: Receive and file status report regarding the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from SAWPA’s One Water One Watershed Proposition 1 IRWM Round 1 Grant program.

C. **LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE UPDATE (LES#2020.21)**89

Presenter: Mark Norton

Recommendation: Receive and file status report regarding the Lake Elsinore and Canyon Lake Nutrient TMDL Revision Report and the Lake Elsinore and Canyon Lake TMDL Task Force activities.

D. **ADMINISTRATOR’S COMMENTS**

E. **DIRECTORS’ COMMENTS**

F. **FUTURE AGENDA ITEMS REQUESTS**

8. **CLOSED SESSION**

There were no Closed Session items anticipated at the time of the posting of the agenda.

9. **ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in the meeting, please call (951) 354-4243 or email svilla@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Request should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, CA 92503, and available at www.sawpa.org, subject to staff’s ability to post documents prior to the meeting.

Declaration of Posting

I, Sara Villa, Board Secretary of the Lake Elsinore & San Jacinto Watersheds Authority declare that on Thursday, June 11, 2020, a copy of this agenda has been uploaded to the LESJWA website at www.mywatersheds.com and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, CA 92503.

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| <u>2020 – LESJWA Board of Directors Regular Meetings</u> Third Thursday of Every Other Month (NOTE: Unless otherwise noticed, all LESJWA Board of Directors Meetings begin at 4:00 p.m., and held at EVMWD) | |
| February 20, 2020 | April 16, 2020 |
| June 18, 2020 | August 20, 2020 |
| October 15, 2020 | December 17, 2020 |

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LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY BOARD OF DIRECTORS MEETING

REGULAR MEETING MINUTES

April 16, 2020

BOARD OF DIRECTORS PRESENT

Phil Williams, Chair, Elsinore Valley Municipal Water District
Robert Magee, Secretary/Treasurer, City of Lake Elsinore
Brenda Dennstedt, Chair, Santa Ana Watershed Project Authority
Kevin Jeffries, County of Riverside

BOARD OF DIRECTORS ABSENT

Kasey Castillo, Vice Chair, City of Canyon Lake

OTHERS PRESENT

Nicole Dailey, City of Riverside
Liselle DeGrave, DeGrave Communications
Greg Khalen, The Khalen Group

LESJWA STAFF

Mark Norton, Karen Williams, Sara Villa

1. CALL TO ORDER

The Regular Board of Directors meeting of the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) was called to order at 4:04 p.m. by Chair Williams.

Pursuant to the provisions of Executive Order N-25-30 issued by Governor Gavin Newsom on March 12, 2020, and Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, any Director may call into the LESJWA Board meeting without otherwise complying with the Brown Act's teleconferencing requirements.

Executive Order N-33-20 issued by Governor Gavin Newsom on March 19, 2020, ordered all individuals to stay at home or at their place of residence. In concert with state and local efforts to prevent the spread of COVID-19, and until further notice, LESJWA will be holding all Board meetings by teleconference and virtually through the Zoom app.

As set forth on the posted meeting agenda, this LESJWA Board meeting was accessible to the public by teleconference and through Zoom. Members of the public who were unable to participate by teleconference or virtually were invited to submit comments and questions in writing via email for the Director's consideration. All votes taken during this meeting were conducted via oral roll call.

2. ROLL CALL

An oral roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments; there were no public comments received via email.

4. ITEMS TO BE ADDED OR DELETED

There were no added or deleted items.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: FEBRUARY 20, 2020

Recommendation: Approve as posted.

B. TREASURER’S REPORT: JANUARY - FEBRUARY2020

Recommendation: Approve as posted.

C. EDUCATION AND OUTREACH COMMITTEE STATUS REPORT: QUARTERLY REPORT JANUARY – MARCH 2020

Recommendation: Approve as posted.

D. TMDL TASK FORCE REPORT: MARCH 25, 2020

Recommendation: Approve as posted.

MOVED, approve the Consent Calendar.

| | |
|----------------|------------------------------------------------|
| Result: | Adopted by Roll Call Vote (Unanimously) |
| Motion/Second: | Dennsted/Jeffries |
| Ayes: | Dennstedt, Jeffries, Magee, Williams |
| Nays: | None |
| Abstentions: | None |
| Absent: | Castillo |

6. NEW BUSINESS

A. FUNDING AGREEMENT AMENDMENT WITH RCFC&WCD (LES#2020.9)

Mark Norton requested that the Board of Directors approve a Funding Agreement Amendment with RCFC&WCD for support of the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake through the end of FY 2022-2023. The funding \$20,000 per fiscal year is to help fund LESWA and the MS4 compliance activities associated with the Lake Elsinore and Canyon Lake TMDL compliance administered by LESJWA JPA. The Funding Agreement Amendment has been reviewed by LESJWA’s Legal Counsel and has been deemed acceptable.

MOVED, to approve a Funding Agreement Amendment with RCFC&WCD for support for the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake through the end of FY 2022-2023.

| | |
|----------------|------------------------------------------------|
| Result: | Adopted by Roll Call Vote (Unanimously) |
| Motion/Second: | Jeffries/Dennstedt |
| Ayes: | Dennstedt, Jeffries, Magee, Williams |
| Nays: | None |
| Abstentions: | None |
| Absent: | Castillo |

B. LESJWA BUDGET FY 2020-21 (LES#2020.10)

Mark Norton requested that the Board of Directors approve the FY 2020-21 LESJWA budget and invoice each LESJWA member agency at the start of the new fiscal year based on contributions levels as reflected in the budget. The LESJWA Budget covers activities from July 1, 2020 to June 30, 2021, and lists existing projects, studies, and administrative costs associated with operating the agency and implementing TMDL projects. Norton noted an additional expense to the budget for the LESJWA Website improvements to meet ADA compliance guidelines. As well as the Education and Outreach Consulting support reflecting an increase of \$5,000 going from \$20,000 to \$25,000 due to costs of inflation and for the LESJWA Summit preparations. DeGrave Communications contract is coming to an end and a Request for Proposal will be distributed to follow with LESJWA’s policy procurement procedures and do an open competitive bid for services.

MOVED, approve the FY 2020-21 LESJWA budget and invoice each LESJWA member agency at the start of the new fiscal year based on contributions levels as reflected in the budget.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Jeffries/Dennstedt
Ayes: Dennstedt, Jeffries, Magee, Williams
Nays: None
Abstentions: None
Absent: Castillo

C. LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL COMPLIANCE MONITORING PROGRAM (LES#2020.11)

Mark Norton requested that the Board of Directors approve the following: 1) LESJWA General Services Agreement with Wood Environment & Infrastructure Solutions, Inc., and 2) Task Order No. WOOD160-03 with Wood Environment & Infrastructure Solutions, Inc. for an amount not-to-exceed \$241, 455 for FY 2020-21 and \$233,675 per year for FY 2021-22 and FY 2022-23 for a three year task order with an option to exercise a two year extension to oversee and implement the water quality TMDL monitoring for the Lake Elsinore and Canyon Lake (LE/CL). LESJWA, on behalf of members of the LE/CL TMDL Task Force posted a request for proposals for the Watershed and Lake Monitoring Program to the LESJWA and SAWPA websites, as well as by direct email to various consulting firms. Only one (1) proposal was received from the solicitation of Wood Environment & Infrastructure Solutions, Inc. The Task Order details the three-year agreement with Wood to conduct the LE/CL TMDL Compliance monitoring program for Wet Weather Watershed Monitoring, Dry Weather In-Lake Monitoring, Pre and Post-Alum Application Monitoring in Canyon Lake, Draft and Final LE/CL TMDL Annual Water Quality Monitoring Report, Support in preparation of 2020 TMDL Compliance Progress Report, Data Management, and to attend Task Force meetings.

MOVED, approve the following: 1) LESJWA General Services Agreement with Wood Environment & Infrastructure Solutions, Inc., and 2) Task Order No. WOOD160-03 with Wood Environment & Infrastructure Solutions, Inc. for an amount not-to-exceed \$241, 455 for FY2020-21 and \$233,675 per year for FY 2021-22 and FY 2022-23 for a three year task order with an option to exercise a two year extension to oversee and implemenet the water quality TMDL monitoring for the Lake Elsinore and Canyon Lake.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Dennstedt/Magee
Ayes: Dennstedt, Jeffries, Magee, Williams
Nays: None
Abstentions: None
Absent: Castillo

D. REGULATORY AND FACILITATOR SUPPORT FOR LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE (LES#2020.12)

Mark Norton requested that the Board of Directors approve a new Agreement and Task Order in order to secure continued support of Tess Dunham under the following: 1) LESJWA General Services Agreement with Kahn, Soares & Conway, LLP, and 2) Task Order KSC160-01 with Kahn, Soares & Conway, LLP in the amount not-to-exceed \$78,389 for the remainder of FY 2019-20 and FY 20-21, to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force. On March 16, 2020, Tess Dunham of Somach Simmons & Dunn announced to LESJWA staff that she was transitioning to a new firm, Kahn Soares & Conway effective March 31,

2020. Ms. Dunham has supported the Lake Elsinore and Canyon Lake TMDL Task Force as the regulatory advisor since her agreement for services and task orders were approved by LESJWA on August 14, 2019. Ms. Dunham replaced Tim Moore of Risk Sciences who has now semi-retired and is providing limited support to LESJWA.

MOVED, approve a new Agreement and Task Order in order to secure continued support of Tess Dunham under the following: 1) LESJWA General Services Agreement with Kahn, Soares & Conway, LLP, and 2) Task Order KSC160-01 with Kahn, Soares & Conway, LLP in the amount not-to-exceed \$78,389 for the remainder of FY 2019-20 and FY 20-21, to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

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|----------------|------------------------------------------------|
| Result: | Adopted by Roll Call Vote (Unanimously) |
| Motion/Second: | Dennstedt/Magee |
| Ayes: | Dennstedt, Jeffries, Magee, Williams |
| Nays: | None |
| Abstentions: | None |
| Absent: | Castillo |

7. INFORMATIONAL REPORTS

A. 2020 LESJWA WATER SUMMIT (LES#2020.13)

Mark Norton reported that the LESJWA Water Summit originally scheduled for April 29, 2020 has been postponed until further notice due to COVID-19. The Summit was going to be held at the Community Hall located at the Launch Point Recreation Center. Norton welcomed the Board's feedback on whether LESJWA postpones the Summit to the next fiscal year or possibly having a virtual summit. Chair Williams suggested postponing until further notice especially due to a budget standpoint. Director Magee noted he wouldn't support a virtual meeting because people wouldn't get a full impact of the results of all the hard work that's been put into this effort.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 7.A.

B. LAKE ELSINORE ADVANCED PUMPED STORAGE PROJECT (LEAPS) UPDATE (LES#2020.14)

Mark Norton provided a verbal status update on the Lake Elsinore Advanced Pumped Storage Project (LEAPS) project. On March 10, 2020, Nevada Hydro offered a tour of the Lake Hodges Pump Storage Project for interested parties. The tour was effective in helping visualize operations of a pump storage project. This project located in San Diego County was originally not designed to be a power generation project but rather was a modification made to a larger county-wide Emergency and Carryover Storage Project to improve water supply reliability by the San Diego County Water Authority. The pump stations for the Lake Hodges project extends 10 stories underground and houses two 28,000 horsepower pump turbines. Each turbine is capable of generating 20 megawatts of electricity. In comparison, the proposed LEAPS project will be far larger in depth and amount of electricity generated.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 7.B.

C. LAKE ELSINORE PROPOSITION 1 GRANT APPLICATION STATUS (LES#2020.15)

Mark Norton provided the Board of Directors with a verbal status update on the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from SAWPA's One Water One Watershed Proposition 1 IRWM Round 1 Grant program. The Department of Water Resources

(DWR) released the draft recommendations for funding for the Proposition 1 IRWM Round 1. Based on early feedback from DWR, SAWPA expects all projects that were submitted to be funded under Round 1 by the State. DWR is expected to release its final Grant Award announcement later this month. A funding agreement between DWR and SAWPA would then be developed over the following months along with a subgrantee agreement between SAWPA and Lake Elsinore.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 7.C.

D. LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE UPDATE (LES#2020.16)

Mark Norton provided the Board of Directors with a verbal status report on the Lake Elsinore and Canyon Lake Nutrient (LE/CL) TMDL Revision Report and Task Force activities. All work is completed and submitted by the LE/CL TMDL Task Force consultants in responding to extensive peer review comments. The next step after the review if the responses are deemed adequate would be the scheduling of a new Public Hearing for the Board to consider adoption before June 2020. As part of the Fishery Management Plan and Survey being conducted by Wood Environment, the results of the fish tissue analysis have been completed. All fish tissue samples collected and analyzed so far showed DDT and PCB levels were well below State standards. The fish are healthy and non-toxic and there is sufficient justification for removing this water segment-pollutant combination from the section 303(d) list for these constituents. Chair Williams suggested coordinating with Public Relations for a Press Release and sharing the news with the public. Norton noted he will coordinate with DeGrave Communications in posting a Press Release.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 7.D.

E. ADMINISTRATOR'S COMMENTS

There was no Administrator's comments.

F. DIRECTORS' COMMENTS

Director Dennstedt requested the iAnnotate capabilities to navigate through future Agenda Packets.

G. FUTURE AGENDA ITEMS REQUESTS

Recommendation for LESJWA's Education and Outreach Consultant.

8. CLOSED SESSION

There was no Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Williams adjourned the meeting at 4:46 p.m.

Approved at a Regular Meeting of the Lake Elsinore & San Jacinto Watersheds Authority Board of Directors Meeting on Thursday, June 18, 2020.

Phil Williams, Chair

Attest:

Sara Villa, Clerk of the Board

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

March 2020

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
 CASH FLOW STATEMENT
 AS OF 03/31/2020

Balance as of 02/29/20 \$ 594,173.85

Funds Received
Deposits:

Open - Grant Invoices

Open - Member & Other Contributions

| | | |
|------------------------------|----|------------|
| CA Department of Fish & Game | \$ | 26,751.00 |
| WRCAG | \$ | 52,967.00 |
| CR&R | \$ | 23,496.00 |
| CR&R | \$ | 60,050.00 |
| Total Due LESJWA | \$ | 163,264.00 |

Disbursement List - March 2020 \$ (91,696.31)

Funds Available as of 03/31/2020 \$ 502,477.54

Funds Available:

| | | |
|--------------|----|------------|
| Checking | \$ | 101,481.55 |
| LAIF | \$ | 400,995.99 |
| Total | \$ | 502,477.54 |

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2020
as of March 31, 2020

| Agency | FY 2011-12 | FY 2012-13 | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 |
|------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| March ARB | 10,000.00 | 13,050.00 | 12,500.00 | 35,226.00 | 25,176.00 | 38,321.00 | 29,864.00 | 27,890.00 | 32,863.00 |
| CalTrans | 10,000.00 | 13,050.00 | 12,500.00 | 28,656.00 | 26,072.00 | 40,421.00 | 31,964.00 | 29,996.00 | 34,286.00 |
| City of Beaumont | 3,900.00 | 1,865.00 | 19,263.00 | 24,280.00 | 26,866.00 | 37,421.00 | 28,128.00 | 14,160.00 | 28,251.00 |
| City of Canyon Lake | 3,396.00 | 644.00 | 18,389.00 | 34,863.00 | 24,142.00 | 42,521.00 | 33,586.00 | 28,780.00 | 33,754.00 |
| City of Hemet | 22,696.00 | 6,286.00 | 18,175.00 | 25,510.00 | 27,958.00 | 54,278.00 | 36,426.00 | 29,084.00 | 41,830.00 |
| City of Lake Elsinore | 73,133.00 | - | 19,381.00 | 30,580.00 | 32,463.00 | 37,421.00 | 22,330.00 | 28,521.00 | 33,361.00 |
| City of Menifee | 20,458.00 | 23,649.00 | 44,155.00 | 55,821.00 | 23,584.00 | 100,499.00 | 100,906.00 | 112,252.00 | 86,846.00 |
| City of Moreno Valley | 52,520.00 | 15,425.00 | 103,565.00 | 113,058.00 | 17,750.00 | 96,414.00 | 74,122.00 | 144,495.00 | 80,826.00 |
| City of Murrieta | 650.00 | - | 12,426.00 | 24,280.00 | 26,866.00 | 38,321.00 | 31,337.00 | 22,796.00 | 30,774.00 |
| City of Perris | 16,580.00 | 5,752.00 | 18,869.00 | 26,739.00 | 29,050.00 | 59,821.00 | 50,374.00 | 66,775.00 | 50,792.00 |
| City of Riverside | 2,965.00 | 1,575.00 | 17,641.00 | 24,280.00 | 26,866.00 | 38,921.00 | 30,293.00 | 24,896.00 | 26,751.00 |
| City of San Jacinto | 11,133.00 | 4,315.00 | 19,487.00 | 24,280.00 | 26,866.00 | 37,721.00 | 23,290.00 | 27,296.00 | 26,751.00 |
| City of Wildomar | 3,859.00 | 4,461.00 | 8,307.00 | 19,528.00 | 26,460.00 | 41,642.00 | 28,841.00 | 21,872.00 | 31,578.00 |
| County of Riverside | 32,919.00 | - | 30,165.00 | 36,469.00 | 30,362.00 | 68,931.00 | 69,034.00 | 76,601.00 | 81,634.00 |
| CR&R | - | - | - | - | - | - | - | 60,050.00 | 23,496.00 |
| Dept of Fish and Game | 10,000.00 | 13,050.00 | 12,500.00 | 18,435.00 | 28,840.00 | 35,121.00 | 22,857.00 | 16,818.00 | 26,751.00 |
| Eastern Municipal Water District | 10,000.00 | 13,050.00 | 12,500.00 | 16,225.00 | 23,525.00 | 27,789.00 | 15,724.00 | 16,222.00 | 23,496.00 |
| Elsinore Valley Municipal Water District | 61,070.00 | - | 12,500.00 | 16,225.00 | 23,525.00 | 30,361.00 | 18,327.00 | 12,626.00 | 24,934.00 |
| March JPA | 10,000.00 | 13,050.00 | 12,500.00 | 24,485.00 | 27,160.00 | 38,921.00 | 30,464.00 | 24,596.00 | 31,006.00 |
| Nevada Hydro | - | - | - | - | - | - | - | 17,996.00 | - |
| San Jacinto Agricultural Operators | 14,011.00 | 28,278.00 | 12,500.00 | 47,549.00 | 23,530.58 | 45,785.00 | 31,391.00 | 37,999.65 | 52,967.00 |
| San Jacinto Dairy & CAFO Operators | 10,000.00 | 10,211.00 | 12,500.00 | 16,225.00 | - | - | - | 2,700.00 | 2,850.00 |
| Total | 379,290.00 | 167,711.00 | 429,823.00 | 642,714.00 | 497,061.58 | 910,630.00 | 709,258.00 | 844,421.65 | 805,797.00 |
| Total Paid Contributions | 379,290.00 | 167,711.00 | 429,823.00 | 642,714.00 | 497,061.58 | 910,630.00 | 709,258.00 | 766,375.65 | 702,583.00 |
| Total Outstanding Contributions | - | - | - | - | - | - | - | 78,046.00 | 103,214.00 |
| Total Outstanding Contributions | | | | | | | | | |
| CR&R | - | - | - | - | - | - | - | 60,050.00 | 23,496.00 |
| Dept of Fish and Game | - | - | - | - | - | - | - | - | 26,751.00 |
| Nevada Hydro | - | - | - | - | - | - | - | 17,996.00 | - |
| San Jacinto Dairy & CAFO Operators | - | - | - | - | - | - | - | - | 52,967.00 |
| Total Outstanding All Years | - | - | - | - | - | - | - | 78,046.00 | 103,214.00 |

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Nine Months Ending Tuesday, March 31, 2020

Assets

| | |
|---------------------|---------------------|
| Checking - US Bank | \$101,481.55 |
| L.A.I.F. | 400,995.99 |
| Accounts Receivable | 163,264.00 |
| Total Assets | <u>\$665,741.54</u> |

Liabilities

| | |
|-------------------|--------------------|
| Accounts Payable | <u>55,915.46</u> |
| Total Liabilities | <u>\$55,915.46</u> |

Retained Earnings 344,798.99

Excess Revenue over (under) Expenditures \$265,027.09

 Total Net Assets \$609,826.08

Total Liabilities and Net Assets \$665,741.54

Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Nine Months Ending Tuesday, March 31, 2020

| | Period Actual | YTD Actual | Annual Budget | % Used | Budget Variance |
|-------------------------------------------------|----------------------|---------------------|---------------------|-----------------|-----------------------|
| Revenues | | | | | |
| LAIF Interest | \$0.00 | \$4,504.41 | \$5,500.00 | 81.90% | \$995.59 |
| Member Agency Contributions | 0.00 | 263,683.00 | 270,415.00 | 97.51% | 6,732.00 |
| Other Agency Contributions | 0.00 | 652,114.00 | 686,082.00 | 95.05% | 33,968.00 |
| Total Revenues | \$0.00 | \$920,301.41 | \$961,997.00 | 95.67% | \$41,695.59 |
| Expenses | | | | | |
| Salaries - Regular | 7,267.86 | 44,112.29 | 60,115.00 | 73.38% | 16,002.71 |
| Payroll Burden | 3,314.15 | 20,115.23 | 27,412.00 | 73.38% | 7,296.77 |
| Overhead | 10,938.13 | 66,389.00 | 90,473.00 | 73.38% | 24,084.00 |
| Audit Fees | 0.00 | 5,000.00 | 5,000.00 | 100.00% | 0.00 |
| Consulting - General | 34,045.32 | 515,848.33 | 503,780.00 | 102.40% | (12,068.33) |
| Other Contract Services | 0.00 | 0.00 | 90,257.00 | 0.00% | 90,257.00 |
| LEAMS Offset Credit License | 0.00 | 0.00 | 170,460.00 | 0.00% | 170,460.00 |
| Legal Fees | 350.00 | 1,050.00 | 2,500.00 | 42.00% | 1,450.00 |
| Meeting & Conference Expense | 0.00 | 96.22 | 100.00 | 96.22% | 3.78 |
| Shipping & Postage | 0.00 | 0.00 | 50.00 | 0.00% | 50.00 |
| Office Supplies | 0.00 | 0.00 | 60.00 | 0.00% | 60.00 |
| Other Expense | 0.00 | 0.00 | 59.00 | 0.00% | 59.00 |
| Insurance Expense | 0.00 | 2,504.00 | 2,553.00 | 98.08% | 49.00 |
| Interest Expense | 0.00 | 159.25 | 91.00 | 175.00% | (68.25) |
| Total Expenditures | \$55,915.46 | \$655,274.32 | \$952,910.00 | 68.77% | \$297,635.68 |
| Excess Revenue over (under) Expenditures | (\$55,915.46) | \$265,027.09 | \$9,087.00 | 2916.55% | (\$255,940.09) |

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending March 31, 2020

| | JPA Administration | TMDL Task Force | Total | Budget | % Used | Budget Variance |
|-------------------------------------------------|-----------------------|----------------------|----------------------|----------------------|----------------|------------------------|
| Revenues | | | | | | |
| State Grant Proceeds | \$ - | \$ - | \$ - | \$ - | 100.00% | \$ - |
| LAIF Interest | 4,504.41 | - | 4,504.41 | 5,500.00 | 81.90% | 995.59 |
| Member Agency Contributions | 110,000.00 | 153,683.00 | 263,683.00 | 270,415.00 | 97.51% | 6,732.00 |
| Other Agency Contributions | - | 652,114.00 | 652,114.00 | 686,082.00 | 95.05% | 33,968.00 |
| Miscellaneous Revenue | - | - | - | - | 100.00% | - |
| Total Revenues | \$ 114,504.41 | \$ 805,797.00 | \$ 920,301.41 | \$ 961,997.00 | 95.67% | \$ 41,695.59 |
| Expenditures | | | | | | |
| Salaries | \$ 19,973.18 | \$ 24,139.11 | \$ 44,112.29 | \$ 60,115.00 | 73.38% | \$ 16,002.71 |
| Benefits | 9,107.78 | 11,007.45 | 20,115.23 | 27,412.00 | 73.38% | 7,296.77 |
| Indirect Costs | 30,059.64 | 36,329.36 | 66,389.00 | 90,473.00 | 73.38% | 24,084.00 |
| Audit Fees | 5,000.00 | - | 5,000.00 | 5,000.00 | 100.00% | - |
| Consulting | 18,216.04 | 497,632.29 | 515,848.33 | 503,780.00 | 102.40% | (12,068.33) |
| Other Contract Services | - | - | - | 90,257.00 | 0.00% | 90,257.00 |
| Legal Fees | 1,050.00 | - | 1,050.00 | 2,500.00 | 0.00% | 1,450.00 |
| Meeting & Conference Expense | 29.00 | 67.22 | 96.22 | 100.00 | 96.22% | 3.78 |
| Shipping & Postage | - | - | - | 50.00 | 0.00% | 50.00 |
| Other Expense | - | - | - | 59.00 | 0.00% | 59.00 |
| LEAMS Excess Offset Credit | - | - | - | 170,460.00 | 0.00% | 170,460.00 |
| Insurance Expense | 2,504.00 | - | 2,504.00 | 2,553.00 | 98.08% | 49.00 |
| Office Supplies | - | - | - | 60.00 | 0.00% | 60.00 |
| Interest Expense | 159.25 | - | 159.25 | 91.00 | 175.00% | (68.25) |
| Total Expenditures | \$ 86,098.89 | \$ 569,175.43 | \$ 655,274.32 | \$ 952,910.00 | 68.77% | \$ 297,635.68 |
| Excess Revenue over (under) Expenditures | \$ 28,405.52 | \$ 236,621.57 | \$ 265,027.09 | \$ 9,087.00 | 100.00% | \$ (255,940.09) |
| Cash Balance @ 03/31/2020 | \$ 106,949.64 | \$ 395,527.90 | \$ 502,477.54 | | | |

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
March 2020**

| Check # | Check Date | Type | Vendor | Check Amount |
|------------------------------------------|-------------------|-------------|---------------------------------------|----------------------------|
| EFT280 | 3/5/2020 | CHK | Law Office of David L. Wysocki | \$ 131.25 |
| EFT281 | 3/5/2020 | CHK | Santa Ana Watershed Project Authority | \$ 14,552.64 |
| EFT282 | 3/13/2020 | CHK | Wood Environment & Infrastructure | \$ 19,379.26 |
| EFT283 | 3/19/2020 | CHK | Somach Simmons and Dunn | \$ 3,968.74 |
| EFT284 | 3/26/2020 | CHK | Risk Sciences | \$ 4,200.00 |
| EFT285 | 3/26/2020 | CHK | DeGrave Communications | \$ 2,337.36 |
| EFT286 | 3/26/2020 | CHK | Wood Environment & Infrastructure | \$ 45,301.33 |
| EFT287 | 3/26/2020 | CHK | Somach Simmons and Dunn | \$ 1,825.73 |
| Total Disbursements February 2020 | | | | <u>\$ 91,696.31</u> |

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

April 2020

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
 CASH FLOW STATEMENT
 AS OF 04/30/2020

Balance as of 03/31/20 \$ 502,477.54

Funds Received

Deposits:

| | | |
|------------------------------|----|-----------|
| LAIF Interest | \$ | 2,732.14 |
| CA Department of Fish & Game | \$ | 26,751.00 |

Open - Grant Invoices

Open - Member & Other Contributions

| | | |
|-------------------------|-----------|-------------------|
| WRCAG | \$ | 52,967.00 |
| CR&R | \$ | 23,496.00 |
| CR&R | \$ | 60,050.00 |
| Total Due LESJWA | \$ | 136,513.00 |

Disbursement List - April 2020 \$ (126,890.27)

Funds Available as of 04/30/2020 **\$ 405,070.41**

Funds Available:

| | | |
|--------------|-----------|-------------------|
| Checking | \$ | 101,342.28 |
| LAIF | \$ | 303,728.13 |
| Total | \$ | 405,070.41 |

Lake Elsinore San Jacinto Watersheds Authority
 LE/CL TMDL Invoice History
 FYE 2011 - 2020
 as of April 30, 2020

| Agency | FY 2011-12 | FY 2012-13 | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 |
|------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| March ARB | 10,000.00 | 13,050.00 | 12,500.00 | 35,226.00 | 25,176.00 | 38,321.00 | 29,864.00 | 27,890.00 | 32,863.00 |
| CalTrans | 10,000.00 | 13,050.00 | 12,500.00 | 28,656.00 | 26,072.00 | 40,421.00 | 31,964.00 | 29,996.00 | 34,286.00 |
| City of Beaumont | 3,900.00 | 1,865.00 | 19,263.00 | 24,280.00 | 26,866.00 | 37,421.00 | 28,128.00 | 14,160.00 | 28,251.00 |
| City of Canyon Lake | 3,396.00 | 644.00 | 18,389.00 | 34,863.00 | 24,142.00 | 42,521.00 | 33,586.00 | 28,780.00 | 33,754.00 |
| City of Hemet | 22,696.00 | 6,286.00 | 18,175.00 | 25,510.00 | 27,958.00 | 54,278.00 | 36,426.00 | 29,084.00 | 41,830.00 |
| City of Lake Elsinore | 73,133.00 | - | 19,381.00 | 30,580.00 | 32,463.00 | 37,421.00 | 22,330.00 | 28,521.00 | 33,361.00 |
| City of Menifee | 20,458.00 | 23,649.00 | 44,155.00 | 55,821.00 | 23,584.00 | 100,499.00 | 100,906.00 | 112,252.00 | 86,846.00 |
| City of Moreno Valley | 52,520.00 | 15,425.00 | 103,565.00 | 113,058.00 | 17,750.00 | 96,414.00 | 74,122.00 | 144,495.00 | 80,826.00 |
| City of Murrieta | 650.00 | - | 12,426.00 | 24,280.00 | 26,866.00 | 38,321.00 | 31,337.00 | 22,796.00 | 30,774.00 |
| City of Perris | 16,580.00 | 5,752.00 | 18,869.00 | 26,739.00 | 29,050.00 | 59,821.00 | 50,374.00 | 66,775.00 | 50,792.00 |
| City of Riverside | 2,965.00 | 1,575.00 | 17,641.00 | 24,280.00 | 26,866.00 | 38,921.00 | 30,293.00 | 24,896.00 | 26,751.00 |
| City of San Jacinto | 11,133.00 | 4,315.00 | 19,487.00 | 24,280.00 | 26,866.00 | 37,721.00 | 23,290.00 | 27,296.00 | 26,751.00 |
| City of Wildomar | 3,859.00 | 4,461.00 | 8,307.00 | 19,528.00 | 26,460.00 | 41,642.00 | 28,841.00 | 21,872.00 | 31,578.00 |
| County of Riverside | 32,919.00 | - | 30,165.00 | 36,469.00 | 30,362.00 | 68,931.00 | 69,034.00 | 76,601.00 | 81,634.00 |
| CR&R | - | - | - | - | - | - | - | 60,050.00 | 23,496.00 |
| Dept of Fish and Game | 10,000.00 | 13,050.00 | 12,500.00 | 18,435.00 | 28,840.00 | 35,121.00 | 22,857.00 | 16,818.00 | 26,751.00 |
| Eastern Municipal Water District | 10,000.00 | 13,050.00 | 12,500.00 | 16,225.00 | 23,525.00 | 27,789.00 | 15,724.00 | 16,222.00 | 23,496.00 |
| Elsinore Valley Municipal Water District | 61,070.00 | - | 12,500.00 | 16,225.00 | 23,525.00 | 30,361.00 | 18,327.00 | 12,626.00 | 24,934.00 |
| March JPA | 10,000.00 | 13,050.00 | 12,500.00 | 24,485.00 | 27,160.00 | 38,921.00 | 30,464.00 | 24,596.00 | 31,006.00 |
| Nevada Hydro | - | - | - | - | - | - | - | 17,996.00 | - |
| San Jacinto Agricultural Operators | 14,011.00 | 28,278.00 | 12,500.00 | 47,549.00 | 23,530.58 | 45,785.00 | 31,391.00 | 37,999.65 | 52,967.00 |
| San Jacinto Dairy & CAFO Operators | 10,000.00 | 10,211.00 | 12,500.00 | 16,225.00 | - | - | - | 2,700.00 | 2,850.00 |
| Total | 379,290.00 | 167,711.00 | 429,823.00 | 642,714.00 | 497,061.58 | 910,630.00 | 709,258.00 | 844,421.65 | 805,797.00 |
| Total Paid Contributions | 379,290.00 | 167,711.00 | 429,823.00 | 642,714.00 | 497,061.58 | 910,630.00 | 709,258.00 | 766,375.65 | 729,334.00 |
| Total Outstanding Contributions | - | - | - | - | - | - | - | 78,046.00 | 76,463.00 |
| Total Outstanding Contributions | | | | | | | | | |
| CR&R | - | - | - | - | - | - | - | 60,050.00 | 23,496.00 |
| Nevada Hydro | - | - | - | - | - | - | - | 17,996.00 | - |
| San Jacinto Dairy & CAFO Operators | - | - | - | - | - | - | - | - | 52,967.00 |
| Total Outstanding All Years | - | - | - | - | - | - | - | 78,046.00 | 76,463.00 |

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Ten Months Ending Thursday, April 30, 2020

Assets

| | |
|---------------------|---------------------|
| Checking - US Bank | \$101,342.28 |
| L.A.I.F. | 303,728.13 |
| Accounts Receivable | 136,513.00 |
| Total Assets | <u>\$541,583.41</u> |

Liabilities

| | |
|-------------------|---------------------|
| Accounts Payable | 114,270.75 |
| Total Liabilities | <u>\$114,270.75</u> |

Retained Earnings 344,798.99

Excess Revenue over (under) Expenditures \$82,513.67

 Total Net Assets \$427,312.66

Total Liabilities and Net Assets \$541,583.41

Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Ten Months Ending Thursday, April 30, 2020

| | Period Actual | YTD Actual | Annual Budget | % Used | Budget Variance |
|-------------------------------------------------|-----------------------|---------------------|---------------------|----------------|----------------------|
| Revenues | | | | | |
| LAIF Interest | \$2,732.14 | \$7,236.55 | \$5,500.00 | 131.57% | (\$1,736.55) |
| Member Agency Contributions | 0.00 | 263,683.00 | 270,415.00 | 97.51% | 6,732.00 |
| Other Agency Contributions | 0.00 | 652,114.00 | 686,082.00 | 95.05% | 33,968.00 |
| Total Revenues | \$2,732.14 | \$923,033.55 | \$961,997.00 | 95.95% | \$38,963.45 |
| Expenses | | | | | |
| Salaries - Regular | 10,105.17 | 54,217.46 | 60,115.00 | 90.19% | 5,897.54 |
| Payroll Burden | 4,607.95 | 24,723.18 | 27,412.00 | 90.19% | 2,688.82 |
| Overhead | 15,208.28 | 81,597.28 | 90,473.00 | 90.19% | 8,875.72 |
| Audit Fees | 0.00 | 5,000.00 | 5,000.00 | 100.00% | 0.00 |
| Consulting - General | 155,091.90 | 670,940.23 | 503,780.00 | 133.18% | (167,160.23) |
| Other Contract Services | 0.00 | 0.00 | 90,257.00 | 0.00% | 90,257.00 |
| LEAMS Offset Credit License | 0.00 | 0.00 | 170,460.00 | 0.00% | 170,460.00 |
| Legal Fees | 175.00 | 1,225.00 | 2,500.00 | 49.00% | 1,275.00 |
| Meeting & Conference Expense | 0.00 | 96.22 | 100.00 | 96.22% | 3.78 |
| Shipping & Postage | 0.00 | 0.00 | 50.00 | 0.00% | 50.00 |
| Office Supplies | 0.00 | 0.00 | 60.00 | 0.00% | 60.00 |
| Other Expense | 0.00 | 0.00 | 59.00 | 0.00% | 59.00 |
| Insurance Expense | 0.00 | 2,504.00 | 2,553.00 | 98.08% | 49.00 |
| Interest Expense | 57.26 | 216.51 | 91.00 | 237.92% | (125.51) |
| Total Expenditures | \$185,245.56 | \$840,519.88 | \$952,910.00 | 88.21% | \$112,390.12 |
| Excess Revenue over (under) Expenditures | (\$182,513.42) | \$82,513.67 | \$9,087.00 | 908.04% | (\$73,426.67) |

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending April 30, 2020

| | JPA Administration | TMDL Task Force | Total | Budget | % Used | Budget Variance |
|-------------------------------------------------|-----------------------|----------------------|----------------------|----------------------|----------------|-----------------------|
| Revenues | | | | | | |
| State Grant Proceeds | \$ - | \$ - | \$ - | \$ - | 100.00% | \$ - |
| LAIF Interest | 7,236.55 | - | 7,236.55 | 5,500.00 | 131.57% | (1,736.55) |
| Member Agency Contributions | 110,000.00 | 153,683.00 | 263,683.00 | 270,415.00 | 97.51% | 6,732.00 |
| Other Agency Contributions | - | 652,114.00 | 652,114.00 | 686,082.00 | 95.05% | 33,968.00 |
| Miscellaneous Revenue | - | - | - | - | 100.00% | - |
| Total Revenues | \$ 117,236.55 | \$ 805,797.00 | \$ 923,033.55 | \$ 961,997.00 | 95.95% | \$ 38,963.45 |
| Expenditures | | | | | | |
| Salaries | \$ 24,307.16 | \$ 29,910.30 | \$ 54,217.46 | \$ 60,115.00 | 90.19% | \$ 5,897.54 |
| Benefits | 11,084.07 | 13,639.11 | 24,723.18 | 27,412.00 | 90.19% | 2,688.82 |
| Indirect Costs | 36,582.28 | 45,015.00 | 81,597.28 | 90,473.00 | 90.19% | 8,875.72 |
| Audit Fees | 5,000.00 | - | 5,000.00 | 5,000.00 | 100.00% | - |
| Consulting | 20,704.10 | 650,236.13 | 670,940.23 | 503,780.00 | 133.18% | (167,160.23) |
| Other Contract Services | - | - | - | 90,257.00 | 0.00% | 90,257.00 |
| Legal Fees | 1,225.00 | - | 1,225.00 | 2,500.00 | 0.00% | 1,275.00 |
| Meeting & Conference Expense | 29.00 | 67.22 | 96.22 | 100.00 | 96.22% | 3.78 |
| Shipping & Postage | - | - | - | 50.00 | 0.00% | 50.00 |
| Other Expense | - | - | - | 59.00 | 0.00% | 59.00 |
| LEAMS Excess Offset Credit | - | - | - | 170,460.00 | 0.00% | 170,460.00 |
| Insurance Expense | 2,504.00 | - | 2,504.00 | 2,553.00 | 98.08% | 49.00 |
| Office Supplies | - | - | - | 60.00 | 0.00% | 60.00 |
| Interest Expense | 216.51 | - | 216.51 | 91.00 | 237.92% | (125.51) |
| Total Expenditures | \$ 101,652.12 | \$ 738,867.76 | \$ 840,519.88 | \$ 952,910.00 | 88.21% | \$ 112,390.12 |
| Excess Revenue over (under) Expenditures | \$ 15,584.43 | \$ 66,929.24 | \$ 82,513.67 | \$ 9,087.00 | 100.00% | \$ (73,426.67) |
| Cash Balance @ 04/30/2020 | \$ 98,973.82 | \$ 306,096.59 | \$ 405,070.41 | | | |

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
April 2020**

| Check # | Check Date | Type | Vendor | Check Amount |
|---------------------------------------|-------------------|-------------|---------------------------------------|-----------------------------|
| EFT288 | 4/9/2020 | CHK | Law Office of David L. Wysocki | \$ 350.00 |
| EFT289 | 4/9/2020 | CHK | Santa Ana Watershed Project Authority | \$ 21,520.14 |
| EFT290 | 4/23/2020 | CHK | Risk Sciences | \$ 3,150.00 |
| EFT291 | 4/23/2020 | CHK | AquaTechnex LLC | \$ 99,964.73 |
| EFT292 | 4/23/2020 | CHK | DeGrave Communications | \$ 1,905.40 |
| Total Disbursements April 2020 | | | | <u>\$ 126,890.27</u> |

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PUBLIC EDUCATION AND OUTREACH SERVICES

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

Quarterly Activity Report January – March 2020



DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

SUBMITTED BY :

LISELLE REGUEIRO DEGRAVE

President

April 1, 2020

DEGRAVE COMMUNICATIONS

40575 CAL OAKS ROAD, D2-137 MURRIETA, CA 92562

During the months of January – March 2020, DeGrave Communications, Inc. conducted communication support for LESJWA, in accordance to the public education and outreach program contract set forth in the original proposal for services. The following includes a summary of all outreach efforts conducted on LESJWA’s behalf.

TASK 1 Conduct Outreach Services in Canyon Lake and Lake Elsinore

Due to the COVID-19 pandemic, the Splash into Spring event at Elsinore Valley Municipal Water District was postponed. Event materials were completed for the 2020 LESJWA Water Summit. The event has been postponed until further notice.

Lake Elsinore & San Jacinto Watersheds Authority

City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

Celebrating 20 Years

APR 29

2020 LESJWA Water Summit

by Lake Elsinore & San Jacinto Watersheds Authority

[Follow](#)

\$35

[Tickets](#)

Description

The 2020 LESJWA Water Summit is an opportunity for community leaders to learn about watershed challenges and current efforts made by the Lake Elsinore & San Jacinto Watersheds Authority Total Maximum Daily Load (TMDL) Task Force to improve the health of Lake Elsinore.

Date And Time

Wed, April 29, 2020
9:30 AM - 1:00 PM PDT
[Add to Calendar](#)

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

The Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) looks forward to hosting the 2020 LESJWA Water Summit, an event for regional decision makers, elected officials and government organization leaders to learn about future projects impacting the San Jacinto River Watershed, Lake Elsinore and Canyon Lake and new regulations that being modified which will affect future water quality compliance.

As one of LESJWA's valued partners in enhancing watershed conditions, we invite your organization to participate as a sponsor. The event will take place on Wednesday, April 29, 2020 from 9:30 a.m. to 1:00 p.m. at Launch Pointe Community Hall in Lake Elsinore. To register as a sponsor please fill out the enclosed sponsor application. In order for logos to be included on collateral materials, sponsorship payments must be made by March 26. For questions regarding sponsorships, contact Liselle DeGrave at Liselle@DeGravePR.com or 951-764-0865.

Thank you in advance for your support,

Mark R. Norton PE, LEED AP, ENV SP
LESJWA Administrator
Santa Ana Watershed Project Authority

MYWATERSHEDS.COM

LESJWA WATER SUMMIT

Celebrating 20 Years of Watershed Improvements

APRIL 29, 2020 | 9:30 A.M. – 1:00 P.M.

Launch Pointe, 32040 Riverside Dr, Lake Elsinore, CA 92530

REGISTRATION

9:30 a.m. - 10:00 a.m.

WELCOME BY LESJWA CHAIR

10:00 a.m. - 10:05 a.m.

Phil Williams, LESJWA Chair, Vice President Elsinore Valley Municipal Water District

LESJWA UPDATE AND FISHERY MANAGEMENT SURVEY KEY FINDINGS

10:05 a.m. - 10:30 a.m.

Mark Norton, LESJWA Authority Administrator

John Rudolph, Senior Aquatic Ecologist/Bioassessment Program Manager, Wood Environment & Infrastructure Solutions Inc.

CONTROLLING NUTRIENT RUNOFF AND DEBRIS IN BURN AREAS

10:30 a.m. - 11:00 a.m.

Rebekah Guill, Stormwater Monitoring Program Manager, Riverside County

Flood Control and Water Conservation District

Chris Stransky, Toxicology & Aquatic Sciences Group Manager, Wood Environment & Infrastructure Solutions Inc.

BREAK

HARMFUL ALGAE BLOOMS (HABS): NEW STATEWIDE REGULATIONS

11:20 a.m. – 11:40 a.m.

Marisa Van Dyke, M.S., CA HABS Program Manager, CA State Water Resources Control Board

WATERSHED LAKES FISHING 101 - ANGLERS DEMONSTRATION

11:40 a.m. - 12:00 p.m.

Shane Spinning, Canyon Lake Pro Angler and William Johnson, Lake Elsinore Pro Angler

LUNCH

LUNCH KEYNOTE: FUTURE OF STREAMLINED PERMITTING

12:20 p.m. - 1:00 p.m.

David Castanon, Chief of our Regulatory Division, U.S. Army Corps of Engineers Los Angeles Division

CLOSE

Lake Elsinore & San Jacinto Watersheds Authority



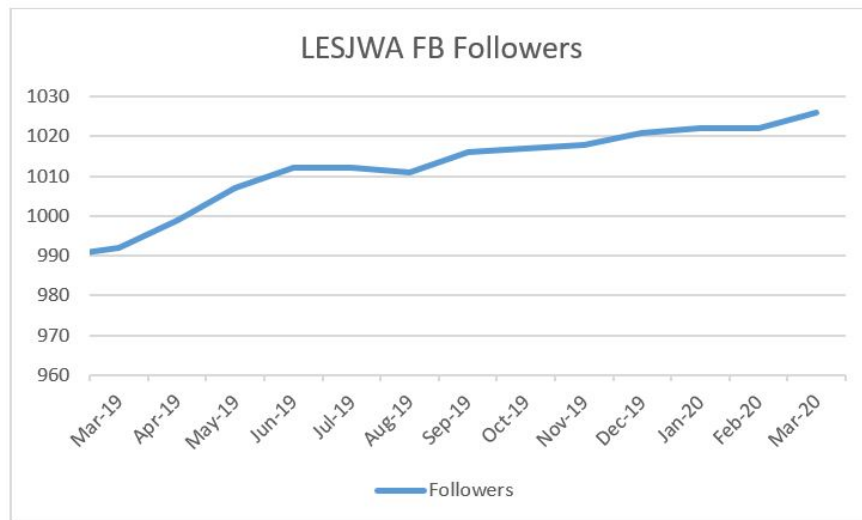
DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

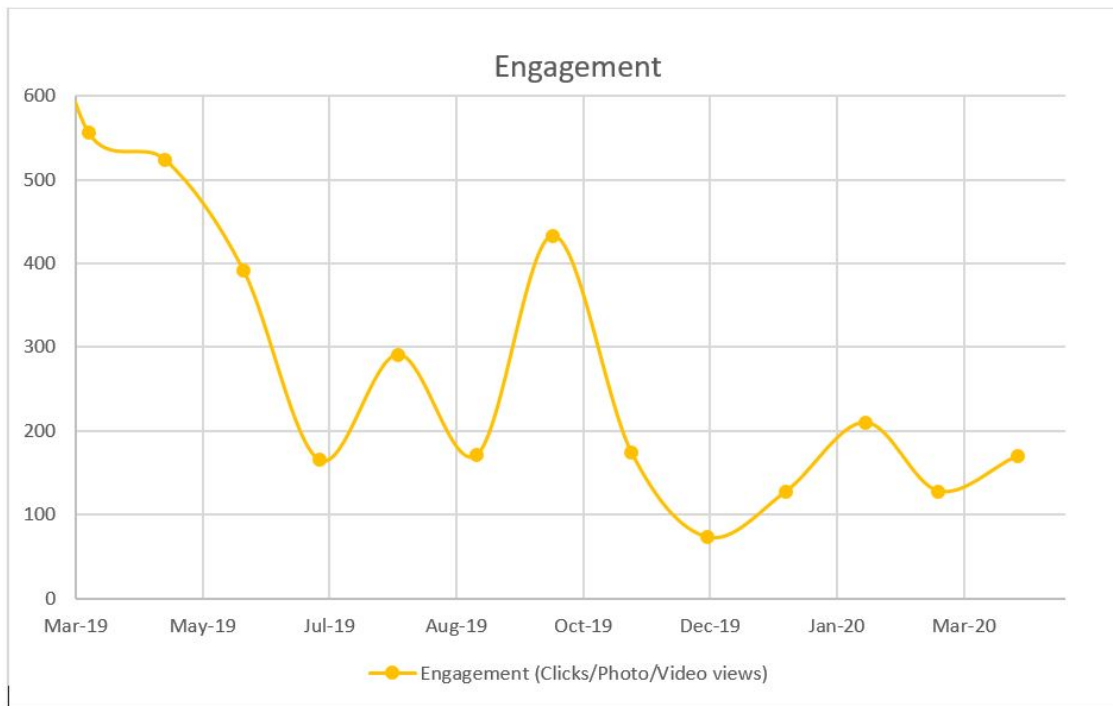
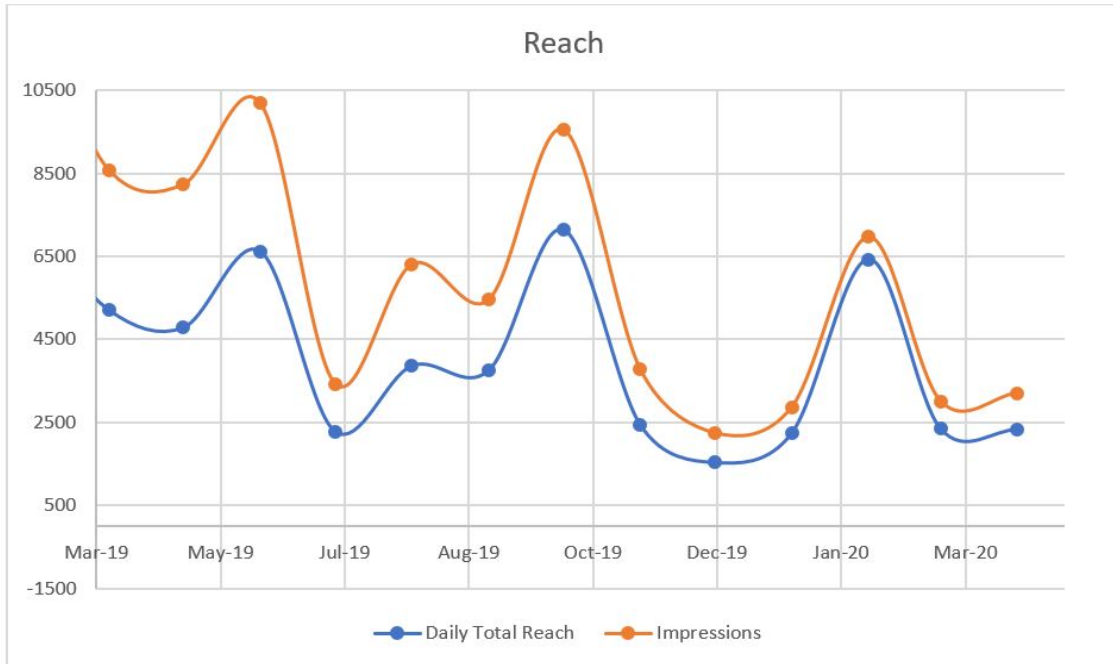
TASK 2 Address Canyon Lake and Lake Elsinore Community Members Through Media Outreach Services

No media outreach services were conducted during this period.

TASK 3 Prepare Materials and Establish/ Manage Facebook Social Media


The number of followers continues to increase. This quarter we have had 10 new followers. Since January 1. Simplified TMDL messaging was completed and has been shared with Facebook followers weekly.





Lake Elsinore & San Jacinto Watersheds Authority
Published by Liselle DeGrave [?] · January 10 · 🌐

Lake Elsinore is Southern California's largest natural freshwater lake.
#FridayFact



Lake Elsinore & San Jacinto Watersheds Authority
City of Lake Elsinore · City of Canyon Lake · County of Riverside
Eastern Valley Wateruser Water District · Santa Ana Watershed Project Authority

Lake Elsinore & San Jacinto Watersheds Authority
Government Organization [Learn More](#)

4,417 People Reached **569** Engagements [Boost Again](#)

Boosted on Jan 13, 2020 By Liselle DeGrave Completed

| | |
|----------------------------|----------------------------|
| People Reached 2.0K | Post Engagement 320 |
|----------------------------|----------------------------|

[View Results](#)

👍❤️🤔 George Poor, Gary Lee Payne and 284 others 23 Comments 33 Shares

Performance for Your Post

4,417 People Reached

456 Reactions, Comments & Shares [?](#)

| | | |
|----------------------------------|-----------------------|------------------------|
| 349 👍 Like On Post | 258 On Post | 91 On Shares |
| 22 ❤️ Love On Post | 14 On Post | 8 On Shares |
| 7 😂 Haha On Post | 5 On Post | 2 On Shares |
| 10 😮 Wow On Post | 9 On Post | 1 On Shares |
| 2 😡 Angry On Post | 2 On Post | 0 On Shares |
| 33 Comments On Post | 25 On Post | 8 On Shares |
| 33 Shares On Post | 33 On Post | 0 On Shares |

113 Post Clicks

| | | |
|--------------------------|-------------------------------------------|---------------------------------------------|
| 14 Photo Views | 4 Link Clicks ? | 95 Other Clicks ? |
|--------------------------|-------------------------------------------|---------------------------------------------|


NEGATIVE FEEDBACK

1 Hide Post **0** Hide All Posts
0 Report as Spam **0** Unlike Page

Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

Lake Elsinore & San Jacinto Watersheds Authority
Published by Liselle DeGrave [?] · February 7 · 🌐

Did you know that Lake Elsinore experienced extreme flooding in 1980 and 1983? #FridayFact



Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

679 People Reached **81** Engagements [Boost Post](#)

👍👤 Jimmy Reed, Jason McDonald and 5 others 1 Comment 1 Share

👍 Like 💬 Comment ➦ Share 🌐

Performance for Your Post

679 People Reached

20 Reactions, Comments & Shares [🔗](#)

| | | |
|-------------------|------------------|--------------------|
| 11 Like | 6 On Post | 5 On Shares |
| 2 Love | 0 On Post | 2 On Shares |
| 1 Wow | 0 On Post | 1 On Shares |
| 1 Sad | 1 On Post | 0 On Shares |
| 4 Comments | 1 On Post | 3 On Shares |
| 1 Shares | 1 On Post | 0 On Shares |

61 Post Clicks

| | | |
|-----------------------|----------------------------------------|------------------------------------------|
| 20 Photo Views | 0 Link Clicks 🔗 | 41 Other Clicks 🔗 |
|-----------------------|----------------------------------------|------------------------------------------|

NEGATIVE FEEDBACK


0 Hide Post **0** Hide All Posts

0 Report as Spam **0** Unlike Page

Reported stats may be delayed from what appears on posts

Lake Elsinore & San Jacinto Watersheds Authority
Published by Liselle DeGrave [?] · January 28 · 🌐

Lake Elsinore has 3,000 surface acres and over 14 miles of shoreline.
Photo: Jimmy Fu



Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

431 People Reached **23** Engagements [Boost Post](#)

👍👤 Jason McDonald, Matt Macy and 3 others 2 Comments 1 Share

👍 Like 💬 Comment ➦ Share 🌐

Performance for Your Post

431 People Reached

13 Reactions, Comments & Shares [🔗](#)

| | | |
|-------------------|------------------|--------------------|
| 9 Like | 5 On Post | 4 On Shares |
| 1 Love | 0 On Post | 1 On Shares |
| 2 Comments | 2 On Post | 0 On Shares |
| 1 Shares | 1 On Post | 0 On Shares |

10 Post Clicks

| | | |
|----------------------|----------------------------------------|-----------------------------------------|
| 5 Photo Views | 0 Link Clicks 🔗 | 5 Other Clicks 🔗 |
|----------------------|----------------------------------------|-----------------------------------------|

NEGATIVE FEEDBACK

0 Hide Post **0** Hide All Posts

0 Report as Spam **0** Unlike Page

Reported stats may be delayed from what appears on posts

WHY DOES OUR WATERSHED SUFFER FROM WATER QUALITY CHALLENGES?

DISSOLVED OXYGEN (DO)
DISSOLVED OXYGEN IS NEEDED FOR AQUATIC LIFE TO SURVIVE. THE AMOUNT OF 'DO' VARIES WITH LAKE DEPTH AND IS A NATURAL CONDITION FOR MOST LAKES. THE SEDIMENT SURFACE HAS TYPICALLY MUCH LOWER CONCENTRATIONS, PARTICULARLY DURING THE SUMMER MONTHS. HOT SUMMER MONTHS AND LIMITED RAIN ALL CAN IMPACT 'DO' LEVELS BY DROPPING LAKE LEVELS FURTHER EXACERBATING THE LOW 'DO' CONDITIONS.



WHAT IS A WATERSHED?

A WATERSHED IS AN AREA OF LAND THAT DRAINS INTO A LAKE OR RIVER. LAKE ELSINORE AND CANYON LAKE ARE PART OF THE SAN JACINTO RIVER WATERSHED. IT COVERS 720 SQUARE MILES IN THE WESTERN HALF OF RIVERSIDE COUNTY. THE WATERSHED BEGINS IN THE SAN JACINTO MOUNTAINS AND RUNS THROUGH CANYON LAKE, ENDING IN LAKE ELSINORE.



WHY DOES OUR WATERSHED SUFFER FROM WATER QUALITY CHALLENGES?

NUTRIENTS
NUTRIENTS ARE USUALLY A GOOD THING, BUT IN THE CASE OF OUR WATERSHED, THEY FEED ALGAE AND BACTERIA. EXCESSIVE NUTRIENTS, OR NUTRIENT LOADS, CAN ENTER OUR WATERSHED THROUGH RUN OFF. BEING AT THE END OF THE WATERSHED, EXCESS NUTRIENTS ENTER OUR LAKES. REMOVING NUTRIENTS IS COSTLY AND DIFFICULT. BEING MINDFUL OF PET WASTE, RUNOFF AND WHAT ENTERS OUR STORM DRAINS CAN HELP TO IMPROVE WATER QUALITY IN THE WATERSHED.



WHY DOES OUR WATERSHED SUFFER FROM WATER QUALITY CHALLENGES?

ALGAE / ALGAE BLOOM
ALGAE BLOOMS CAN OCCUR WHEN THERE IS A HIGH OXYOEN DEMAND FROM THE LAKE SEDIMENT, HIGHER TEMPERATURES, AND LOW WATER LEVELS. NUTRIENTS LIKE PHOSPHOROUS AND NITROGEN FLOW INTO OUR LAKES FROM THE WATERSHED. ALGAE FEEDS OFF THE NUTRIENTS AND INCREASES THE AMOUNT OF CARBON DIOXIDE, WHILE CHOKING OFF THE OXYOEN IN THE LAKE.



WHAT DOES THE SANTA ANA REGIONAL WATER QUALITY BOARD HAVE TO DO WITH THE LAKE ELSINORE AND SAN JACINTO WATERSHEDS?

IMPAIRED WATER BODY
THE SANTA ANA REGIONAL WATER QUALITY BOARD FIRST LISTED LAKE ELSINORE AS IMPAIRED IN 1994 DUE TO ITS HISTORY OF PERIODIC FISH KILLS AND EXCESSIVE ALGAE BLOOMS. CANYON LAKE WAS ADDED IN 1998 BASED ON ITS PERIODIC ALGAE BLOOMS AND FISH KILLS, NEITHER AS SIGNIFICANT AS THOSE THAT OCCUR IN LAKE ELSINORE.



WHY DOES OUR WATERSHED SUFFER FROM WATER QUALITY CHALLENGES?

CYANOBACTERIA / BLUE GREEN ALGAE
WARM SOUTHERN CALIFORNIA TEMPERATURES CREATE A PERFECT BREEDING GROUND FOR ALGAE GROWTH. ALGAE ARE LARGE PHOTOSYNTHETIC ORGANISMS THAT ARE NORMAL TO LARGE BODIES OF WATER. MOST SPECIES ARE HARMLESS IN CERTAIN AMOUNTS. CYANOBACTERIA OR BLUE-GREEN ALGAE CAN BE HARMFUL TO HUMANS AND PETS AT CERTAIN LEVELS AND ARE VISIBLE ON THE SURFACE OF THE WATER.



DEGRAVE COMMUNICATIONS, INC. PUBLIC RELATIONS

WHO OVERSEES WATER QUALITY OF OUR WATERSHEDS?

THE SANTA ANA REGIONAL WATER QUALITY BOARD

THE REGIONAL BOARD, OVERSEEN BY THE STATE OF CALIFORNIA, ESTABLISHES WATER QUALITY REGULATIONS THAT SEEK TO PRESERVE, ENHANCE, AND RESTORE THE QUALITY OF CALIFORNIA'S WATER RESOURCES. THE BOARD ENCOURAGES PROPER WATER RESOURCE ALLOCATION AND EFFICIENT USE, FOR THE BENEFIT OF PRESENT AND FUTURE GENERATIONS.



WHO MANAGES AND DETERMINES THE CORRECT LOAD AMOUNTS?

TMDL TASK FORCE

THE LAKE ELSINORE/CANYON LAKE TASK FORCE (LE/CL TMDL TASK FORCE) WAS DEVELOPED AS A WAY FOR IMPACTED CITIES, RIVERSIDE COUNTY, AND VARIOUS AGENCIES TO WORK TOGETHER WITH THE REGIONAL BOARD AND LESJWA TO ADDRESS LAKE QUALITY. THE LE/TMDL TASK FORCE INCLUDES ALL THE DISCHARGERS IDENTIFIED IN THE TMDL, INCLUDING MUNICIPAL SEPARATE STORM WATER SYSTEMS (MS4) PERMITTEES (WASTEWATER TREATMENT PLANTS, AGRICULTURAL OPERATORS, DAIRIES, AND A NUMBER OF OTHER STATE, FEDERAL OR TRIBAL AGENCIES THAT OWN LAND OR OPERATE FACILITIES THAT DISCHARGE INTO THE WATERSHED.



IS THERE A WAY TO MANAGE THESE LOADS?

TMDL

THE TOTAL MAXIMUM DAILY LOADS (TMDLS) WERE ADOPTED IN 2004 TO REGULATE THE AMOUNT (LOAD) OF NUTRIENTS THAT CAN BE RELEASED INTO THE WATERSHED TO MEET WATER QUALITY STANDARDS IN BOTH CANYON LAKE AND LAKE ELSINORE. CONTINUAL MONITORING AND SCIENTIFIC RESEARCH ARE INSTRUMENTAL IN THE IMPLEMENTATION OF WATERSHED-WIDE AND IN-LAKE PROJECTS. THE TMDL LISTS VARYING CONSTITUENT LEVELS FOR DISSOLVED OXYGEN, CHLOROPHYLL-A, AMMONIA, TOTALPHOSPHOROUS (TP), AND TOTAL NITROGEN (TN) CONCENTRATIONS IN BOTH CANYON LAKE AND LAKE ELSINORE DEPENDING ON LAKE LEVELS.



WHAT ARE THE MS4S?

MS4 /MS4 PERMITEE

MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S) ARE REGULATED BY THE MUNICIPAL STORM WATER PROGRAM. THIS INCLUDES STORM DRAINS, ROADS WITH DRAINAGE SYSTEMS, CURBS, OR ANY OTHER SYSTEM OF CONVEYANCES THAT ARE OWNED OR OPERATED BY A STATE. DISCHARGERS ARE REQUIRED TO HOLD A STORM WATER PERMIT.



WHAT IS BEING DONE LOCALLY TO IMPROVE WATER QUALITY IN OUR WATERSHEDS?

LESJWA

FORMED IN APRIL 2000, THE LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA) IS A JOINT POWERS AUTHORITY ENTRUSTED WITH STATE AND LOCAL FUNDS TO IMPROVE WATER QUALITY AND WILDLIFE HABITATS IN LAKE ELSINORE, CANYON LAKE AND THE SURROUNDING WATERSHEDS. WORKING TOGETHER WITH THE REGIONAL BOARD, LESJWA HAS IMPLEMENTED SEVERAL IMPROVEMENT PROJECTS AT BOTH LAKES TO IMPROVE WATER QUALITY.



HOW CAN THE COMMUNITY HELP WITH IMPROVING WATER QUALITY?

DO YOUR PART.

EVERYONE LIVES IN A WATERSHED, WHICH MEANS WE ALL HAVE A RESPONSIBILITY TO PROTECT OUR WATERWAYS. MAKE AN EFFORT TO REDUCE WHAT GOES INTO THE STORM DRAIN OR INTO OUR GROUNDWATER. REMEMBER TO AVOID OVER FERTILIZATION OF LAWNS. CHEMICALS IN LAWN AND GARDEN CHEMICALS CAN ENTER THE WATERSHED THROUGH RUNOFF OR DRAINING INTO GROUNDWATER THROUGH SOIL.




DEGRAVE COMMUNICATIONS, INC. PUBLIC RELATIONS

TASK 4 Provide Outreach and Administration for Project Management Purposes

DeGrave Communications, Inc. provided administrative support for the quarterly education and outreach committee meeting on January 14. Additionally, media monitoring for news clips was provided.

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

EDUCATION AND OUTREACH COMMITTEE

Tuesday, January 14, 2020, 12:00 p.m.
Elsinore Valley Municipal Water District
31315 Chaney Street, Lake Elsinore, CA 92531

- **Call to Order**
- **Additions/Corrections to Agenda**
- **Approval of Meeting Notes**
- **Lake Levels**
 - **Current Lake Levels:**
 - Lake Elsinore – 1,240.20 (January 7)
 - Canyon Lake – 1,381.69 (January 7)
 - **Lake Levels at Last Meeting:**
 - Lake Elsinore – 1,238.67 (October 8)
 - Canyon Lake – 1,376.15 (October 8)
- **Fishery Survey Updates**
- **Quarterly Activity Report October – December 2019**
- **2020 LESJWA Summit**
 - Guest list
 - Speakers
 - Agenda
 - Logistics
- **Splash into Spring – March 14th**
- **Discuss Items for Next Agenda**
- **Next Meeting Date**

Date/Time: _____

BREAKING NEWS: Friday Flyer Office Closed...Access Staff Remotely



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- CLASSIFIEDS
- PLACE AN AD
- SUBMIT NEWS/PHOTOS**
- ARCHIVES
- CONTACT US
- SUBSCRIBE
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YOU ARE AT: Home » Breaking News » Friday Flyer Office Closed...Access Staff Remotely



EVMWD owns all of the water and land rights within the footprint of the Canyon Lake Reservoir. The water supply helps ensure EVMWD can provide reliable drinking water to its 133,000 customers across its 96-square-mile service area. The lake is leased to approximately 4,300 members of the Canyon Lake POA for recreational use. The POA manages the use of the lake for recreation. Photo provided by Dale Gilbert

POA and EVMWD execute settlement agreement

JANUARY 3, 2020

COMMUNITY NEWS

The Canyon Lake POA and Elsinore Valley Municipal Water District have executed a settlement agreement. "The agreement will be filed in court soon and the legal process should end by March," said EVMWD Division 1 Director Darcy Burke.

The following is a joint statement on behalf of the CLPOA and EVMWD:

The Canyon Lake Property Owners Association (CLPOA) and Elsinore Valley Municipal Water District (EVMWD) have worked cooperatively over the last several years and are now pleased to announce that a Canyon Lake Shoreline Improvements Litigation Settlement has been reached. We are awaiting final court approval of the terms of the settlement.

The main details of the settlement are:

- All existing encroachments up to the settlement date on the shoreline/lake will be grandfathered.
- All lakefront homeowners will follow a new process for constructing shoreline/lake improvements. This process will include a License Agreement between the homeowner, CLPOA and EVMWD.
- In order to standardize and clarify property rights regarding the improvements along the shoreline and the lake, the court is considering granting class certification to all lakefront homeowners. If you are a lakefront homeowner, you will be provided details from the court as to your rights.
- While CLPOA and EVMWD are developing a new encroachment approval process, a temporary application moratorium for new encroachments other than docks and seawalls is currently imposed. CLPOA will post updated information on its website once the application process is reopened.

The lake, including the shoreline, is owned by EVMWD. CLPOA leases the lake and shoreline from EVMWD. At the discretion of CLPOA and EVMWD, lakefront homeowners can maintain certain shoreline/lake improvements.

In 2013, CLPOA and EVMWD began negotiations over the terms of an extension of the Lake Lease, which resulted in the addition of the 5th Amendment to the lease in 2017.

Recognizing the importance of this matter for the Canyon Lake residents, CLPOA and EVMWD engaged in many discussions over the boundary of the lease to allow homeowners to request improvements along the shoreline/lake.

Thousands of enhancements along the shoreline/lake were considered and some challenges faced, as many of the agreements were inconsistent or not recorded.

Before signing the settlement, a survey was conducted, identifying existing encroachments. In June 2017, the survey was completed. To review the survey and to learn more, visit canyonlakefacts.com.

SHARE



SECTIONS

Select Category

Canyon Lake, CA

67°

2:55 pm PDT

Partly sunny

Click to View Flipgible Version of This Week's Friday Flyer

Click to View Flipgible Version of This Week's Friday Flyer

12 YEAR SUBSCRIBE TO THE FRIDAY FLYER

POA, city shut down venues, events

Only two candidates for two vacancies enter POA election

FACEBOOK TWITTER

The Friday Flyer updated their cover photo. 2 days ago

The Friday Flyer's cover photo

Photo

View on Facebook · Share

The Friday Flyer 2 days ago

Canyon Lake residents who have symptoms and are concerned they could have coronavirus (COVID-19) can make an appointment to get tested at a drive-up facility set up at the Diamond Stadium in Lake Elsinore. See More



TASK 5 Provide Issues Management Services

No issues management services were conducted during this time.

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**LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE
MEETING NOTES**

April 21, 2020

PARTICIPANTS

VIA-CONFERENCE CALL

Kris Hanson
Rae Beimer
Cynthia Gabaldon
Cynthia Gabaldon
Maria Arreguin
Mike Roberts
Rita Thompson
Lynn Merrill
William O’Braitis
Loren Sotelo
Ankita Vyas
Hope Smythe
Lauma Willis
Barbara Barry
Sue Ann Neal
David Woelfel
Rebekah Guill
Abigail Suter
Mike Ali
Sudhir Mohleji
Pat Boldt
Rachael Johnson
Tim Moore
Richard Meyerhoff
Tess Dunham
Steven Wolosoff
Alberto Acevedo
Chris Stransky
John Rudolph
Garth Engelhorn
Greg Kahlen
Joyce Goode
Mark Norton
Rick Whetsel

REPRESENTATIVE

City of Canyon Lake/Wildomar
City of Moreno Valley
City of Menifee
City of Perris
City of Perris
City of Riverside
City of Lake Elsinore
City of San Jacinto
Keramida Inc.
March JPA
Michael Baker/Caltrans
Regional Water Quality Control Board
Regional Water Quality Control Board
Regional Water Quality Control Board
Regional Water Quality Control Board
Regional Water Quality Control Board
Riverside County Flood Control & WCD
Riverside County Flood Control & WCD
Elsinore Valley Municipal Water District
Elsinore Valley Municipal Water District
WRCAC
Farm Bureau
Risk Sciences
GEI Consultants
Kahn, Soares & Conway, LLP
CDM Smith
CDM Smith
Wood Environmental
Wood Environmental
Alta Environmental
The Kahlen Group
CASC Engineering
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task Force meeting was called to order at 1:32 p.m. by Mark Norton with all participants participating remotely, due to COVID-19 related social distancing restrictions.

Meeting Notes

Meeting Notes from the March 25, 2020 Task Force meeting were deemed acceptable and approved by the Task Force.

Status: TMDL Update (Regional Board)

Timing of Response to Comments

Barbara Berry /Regional Board informed the Task Force that Regional Board, which currently lacks staff to fully support to the TMDL efforts, has been given approval to proceed with hiring of staff. Due to the lack of available Regional Board staff, it is expected that the LE&CL TMDL Update will not likely go before the Regional Board for adoption until the fall of 2020.

Lauma Willis /Regional Board added that Regional Board staff needs additional time to evaluate the Task Force responses to the Peer Review. She also noted in meetings, EPA has expressed some reluctance in supporting the novel TMDL Implementation approach being proposed by the Task Force. Regional Board needs to get these issues resolved with EPA, before proceeding to take this before their Board.

Tess Dunham / Kahn, Soares & Conway, LLP and Steve Wolosoff /CDM Smith offered the services of the Task Force consultants to assist Regional Board in their conversations with EPA.

Nutrient Offset Credit Language

Barbara Berry /Regional Board reported no updates at this time.

Revisions Recommended by Regional Board Staff

Barbara Berry /Regional Board reported no updates at this time.

Schedule for Adoption Hearing (Regional Board)

Barbara Berry /Regional Board reported no updates at this time.

Discussion: Draft TMDL Progress Report Cards (Regional Board)

Barbara Berry /Regional Board updated the Task Force on the draft TMDL report cards that were distributed for the meeting. She informed stakeholders that she and her staff are working to submit them to EPA by Monday, April 27th.

She thanked the Task Force consultant team for their support and noted that she will be reaching out to them for additional support to address a request from EPA for metadata on the private funds (non-state) expended on the TMDL implementation tasks.

Any comments on these draft TMDL report cards are due by close of business Thursday, April 23rd.

Status: Spring 2020 Canyon Lake Alum Application (LESJWA Staff)

Rick Whetsel /SAWPA informed the Task Force the Canyon Lake alum application was completed last week without any significant issues (started on Monday, April 13th and completed on Friday April 17th). Aquatechnex did report some floating alum floc in the East Bay, but it was not considered significant.

The cost of the application including alum, and labor totaled about \$99,700, leaving about \$25,000 in the Task Force alum reserve account.

Mark Norton/ LESJWA informed the Task Force of concerns by local fisherman (as relayed to him by the City of Canyon Lake) that alum is detrimental to the sport fish population. In response to their concerns, LESJWA shared with the City our research on hard water lakes, such as Canyon Lake, which show no significant impact to aquatic life at the alum concentrations we are applying. This research showed no significant impacts to fish eggs even during the spawning season for bass.

Task Force Administration (LESJWA Staff)

Nothing new to report.

Other Business

Mark Norton/ LESJWA informed the task force the lake level for Lake Elsinore is currently above 1,245 feet above mean sea level.

Schedule Next Meeting

The next LE/CL TMDL Task Force meeting is scheduled for Wednesday, June 24, 2020 at 9:00 a.m. as a virtual conference call meeting.

Adjourn

The meeting adjourned at 2:40 p.m.

LESJWA BOARD MEMORANDUM NO. 2020.17

DATE: June 18, 2020
SUBJECT: Education and Outreach Support Services – Consultant Support
TO: LESJWA Board of Directors
FROM: Mark Norton, Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors authorize General Services Agreement and Task Order No. DEGR477-05 with DeGrave Communications, Inc. for an amount not-to-exceed \$25,000/yr for the LESJWA Education and Outreach Program for Fiscal Years 2020-21, 2021-22, and 2022-23.

BACKGROUND

To ensure an open, fair and transparent process and in accordance with LESJWA/SAWPA Procurement Policy, a Request for Proposals (RFP) was released on April 20, 2020. The RFP was sent directly to a list of 11 public relations firms and posted on the LESJWA website. Three proposals were received from the following firms:

DeGrave Communications Inc.
CV Strategies
MBI Media

The RFP proposed a three-year contract with an amount not to exceed \$25K per year. The proposals needed to show a typical fiscal year of activity with and without the LESJWA Water Summit, which is held every other year. The proposals were reviewed by the existing LESJWA Education and Outreach Committee, which consists of representatives from each of the LESJWA member agencies. On June 2, 2020, interviews were held with all three firms by a Zoom virtual meeting. Each candidate firm was evaluated based on their ability to successfully conduct the work described in the RFP.

Based on the review, the LESJWA Education and Outreach Committee was unanimous in recommending the selection of DeGrave Communications Inc. as the consultant of choice to conduct the work for the next three year term as defined in the attached scope of work, with the option to continue the work an additional two years based on the approval by the LESJWA Board of DeGrave Communications' meeting LESJWA's education and outreach needs and expectations.

Attached is an Agreement for Services and the first of three fiscal year task orders, Task Order No. DEGR477-05 with DeGrave Communications for the LESJWA Board's consideration. A presentation about the work completed this fiscal year by DeGrave Communications and the preliminary goals for the coming year will be presented by Liselle DeGrave, President, DeGrave Communications.

BUDGET IMPACT

A budget of \$25,000 for LESJWA Education and Outreach support services is included in the approved LESJWA FY 2020-21 Budget.

Attachments:

1. Agreement for Services
2. Task Order No. DEGR477-05

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LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **18th day of June, 2020** by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA 92503, and DeGrave Communications, Inc. whose address is 40575 Cal Oaks Road, D-2 #137, Murrieta, CA 92562.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2023**, unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Board and the Authority Administrator of LESJWA. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may, at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each such assignment; provided, however, that Consultant shall not subcontract any of the work to be performed without the prior written consent of LESJWA.

ARTICLE III
COMPENSATION

3.01 In consideration for the services to be performed by Consultant, LESJWA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **OBLIGATIONS OF CONSULTANT**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability policy and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. ~~Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA; waived~~
- c. Comply with all local, State and Federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A.M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in forfeiture of coverage.

Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30-day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation

to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

4.05 In the event that LESJWA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, State and Federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event LESJWA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V **OBLIGATIONS OF LESJWA**

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

6.01 During the term of this Agreement, the Board of Directors of LESJWA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of LESJWA, or in some occurrences such as term extensions, the Authority Administrator.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Board of LESJWA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise LESJWA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Board of Directors of LESJWA.

6.04 In the event that LESJWA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by LESJWA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the

same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

7.01 In the event LESJWA authorizes Consultant to perform construction management services for LESJWA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, Authority Administrator and Board of LESJWA. No Change Order shall be issued or executed without the prior approval of the Board of Directors of LESJWA.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, LESJWA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX
STATUS OF CONSULTANT

9.01 Consultant shall perform the services assigned by LESJWA in Consultant's own way as an independent contractor, and in pursuit of Consultant's independent calling, and not as an employee of LESJWA. Consultant shall be under the control of LESJWA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with LESJWA's liaison, Authority Administrator, and Board of Directors as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to LESJWA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Further, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as LESJWA may deem necessary, Consultant shall make available to LESJWA's agents for examination of all such records and will permit LESJWA's to audit, examine and reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. DEGR477-05

CONSULTANT: DeGrave Communications, Inc. **VENDOR NO.:** 1733
40575 Cal Oaks Road, D-2 #137
Murrieta, CA 92562

COST: **\$75,000.00**

PAYMENT: Upon receipt of Invoice

REQUESTED BY: Mark R. Norton, Authority Administrator June 18, 2020

FINANCE: _____
Karen Williams, CFO/Deputy GM Date

| | | |
|--------------------------|-------------------|--------------------|
| FINANCING SOURCE: | Acct. Coding | 150-NON-C-6113-01 |
| | Acct. Description | General Consulting |

COMMISSION AUTHORIZATION REQUIRED: YES (X) NO ()
Authorization: June 18, 2020; LES#2020.17

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and DeGrave Communications, Inc. (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant entered into on June 18, 2020; expiring December 31, 2023.

I. PROJECT NAME OR DESCRIPTION

LESJWA Public Education and Outreach Support Services

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the development and implementation of LESJWA's Public Education and Outreach Program, consistent with LESJWA's direction. The Program will inform watershed stakeholders and the public about LESJWA plans and needs related to watershed and lake water quality improvements for Fiscal Years 2020-21, 2021-22, and 2022-23 at \$25,000/yr. See attached scope of work for details.

Please refer to Appendix X for acceptable formats.

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **June 30, 2023**.

IV. LESJWA LIAISON

Mark Norton will serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$ 75,000.00** in accordance with the rate schedule. Payment for such services shall be made within 30 days upon receipt of proper and timely invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Phil Williams, Chair

Date

DEGRAVE COMMUNICATIONS, INC.

Liselle DeGrave, President/Principal

Date

(6) SCOPE OF WORK

DeGrave Communications began working with LESJWA in 2015 to provide support in the areas of media relations, social media outreach, event management, stakeholder outreach and issues management to gain public acceptance for the projects conducted by LESJWA, which impact the communities in the watershed. Being a small, fairly unknown joint powers authority, the organization had no social media platforms established and limited means for communicating with stakeholder groups. Working with LESJWA, our firm established an organization Facebook page to leverage and both earned and owned media, created partnerships between the agency and community groups, expanded media relations and managed two award-winning stakeholder events for the organization. We continue to serve as LESJWA's PR counsel and provide outreach community outreach services, including times with the community needs information that will impact their daily lives.

PROJECT UNDERSTANDING

The Lake Elsinore & San Jacinto Watersheds Authority (LESWJA) is retaining a professional services firm to assist in the development and implementation of support services for a multi-year education and outreach program through community and media relations.

As LESJWA's purpose is to implement projects and programs to rehabilitate and improve the San Jacinto and Lake Elsinore Watersheds and the water quality in Lake Elsinore and Canyon Lake, helping build relationships with key stakeholders and the community is essential. As a joint powers authority, LESJWA is funded by multiple agencies and their support is critical.

The Scope of Work will include the following tasks:

Task 1 – Conduct outreach services in Canyon Lake and Lake Elsinore

Task 2 – Address Canyon Lake and Lake Elsinore community members through media outreach

Task 3 – Prepare materials, coordinate and support LESJWA Water Summit event planning

Task 4 – Provide outreach and administration for project management purposes

Task 5 – Provide issue management services

LESJWA'S OPPORTUNITY

LESJWA's increasing visibility in the community, on social media and in the media continue to bring forth the challenges of the impaired watersheds and what the organization has done, and is doing, to improve water quality, preserve agricultural land, protect wildlife habitat, protect and enhance recreational resources. These improvements are intended to benefit the public. Increasing awareness to help build an understanding of the collective funding, resources, time and effort that is put into this endeavor to secure support from stakeholders. Support for LESJWA's efforts is critical in order to secure funding and stakeholder endorsements. Through the development and implementation of a public education and outreach program, LESJWA is able to build and maintain the support needed to sustain the organization.

Executing an effective, engaging and multi-faceted education and outreach program will ensure that communication is managed and maintained successfully. With decades of experience in water and water outreach campaigns along with knowledge of the region, the DeGrave Communications team is exceptionally qualified to handle this engagement.



We have included a high-level approach to our strategies and tactics to engage with stakeholders, the community and the media. Full details on the implementation of each of these strategies is described in the Scope of Work.

PROJECT APPROACH

Maintaining effective, proactive communication with the community, key stakeholders and the media is essential for earning the trust and satisfaction of the community.

DeGrave Communications has worked on a number of communications strategies for its public sector clients with similar communications needs. Our strategic four-phase approach to communications and outreach will ensure LESJWA maintains a high-level of trust and satisfaction with all of its stakeholders when it comes to communicating about important projects, programs, issues and initiatives. We recommend that this approach is followed for this engagement.



PHASE ONE: RESEARCH

Effective Communications Plans are Made Not Copied: Upon engagement with DeGrave Communications, our firm will embark upon updating the organization's communications plan.

Through analyzing this data, DeGrave Communications will identify LESJWA's outreach needs, assess opportunities, formulate strategies, craft compelling messaging and develop a baseline measurement for the plan.

Our team will move forward with using information gathered in the research phase to update and improve the Communications Plan, including identifying audiences, key messages, goals, objectives, strategies and tactics as well as the implementation timeline.

We recommend using the following methodologies to accomplish the research phase:

Kick-off Meeting: Kick-off meeting with key LESJWA staff to identify roles and responsibilities, areas of focus and to review key milestones.

Survey: To get comprehensive, current data on community awareness and attitudes reflected in within the watershed, DeGrave Communications recommends developing an 8 to 10-question online survey that would be posted on the LESJWA Facebook page. The survey would provide benchmark data for future outreach and stakeholder sentiments. The survey can also explore how the community prefers to receive information. The link can also be sent to JPA members and TMDL Task Force members.

Communications Material and Media Audit: A communications material audit is essential part of the discovery process and lends to understanding how LESJWA is currently communicating with its stakeholders and the community. DeGrave Communications will review current materials and earned media coverage to assess how LESJWA is being conveyed. This will guide needs revising existing collateral materials.



PHASE TWO: PLANNING & ANALYSIS

At the beginning of this phase, DeGrave Communications will use the information gathered from the survey and communications audit to guide the development/updating of the communications plan. The plan will be used as a guide for future outreach efforts. We will solicit feedback and ensure a mutually agreed upon direction.

Once we get approval on the direction, we will begin to implement outreach.



PHASE THREE: IMPLEMENTATION OF OUTREACH PLAN

After the overall communications and marketing strategy in Phase 2 is approved, DeGrave Communications will begin to implement outreach efforts. This plan will provide LESJWA with a strategic roadmap for its community and stakeholder communications with tactical recommendations for successful plan implementation over the next two years.

A list of our proposed tactics for this phase will be evaluated on the basis of the research findings.

TASK 1- Conduct Outreach Services in Canyon Lake and Lake Elsinore

DeGrave Communications will work closely with the LESJWA E&O team to support the organization with outreach relating to increasing community and stakeholder awareness. This will include revising and/or updating existing collateral materials.

DeGrave Communications will set-up, staff and operate LESJWA information booths at various events, including EVMWD's Splash into Spring, CL Fiesta Day and the SAWPA/OWOW annual conference (year 1 only).

TASK 2 – Address Canyon Lake and Lake Elsinore Community Members Through Media Outreach

DeGrave Communications will support LESJWA to provide media relations support.

Media relations will include, but not limited to:

- Writing news release/ media advisory/ public service announcement
- Pitching media
- Securing media coverage
- Coordinating media briefings
- Supporting crisis media management efforts
- Monitoring media

All media outreach will be focused on the specific goals of the organization, while tying them in to relevant, timely, newsworthy issues; therefore, increasing the opportunity for coverage.

We will manage the LESJWA Facebook page: create content on a weekly basis (up to 3 posts per week), share content, post photos/video and respond to comments.



TASK 3 - Prepare Materials and Coordinate the LESJWA Water Summit Event Planning *(year 2 only, unless virtual 2020 event is requested)*

DeGrave Communications will manage logistics for the LESJWA Water Summit, including but not limited to:

- Creation and distribution of electronic invitations
- Development of collateral and signage
- Management and development of RSVP list
- Management the RSVP list
- Develop and assembly of informational packets for attendees
- Management of media (promote event, pitch interview opportunities, work towards securing coverage)
- Coordination of logistical support prior-to and during the event, work with all vendors (caterer, rentals, décor)

Due to the cancellation of the April 2020 Summit, a possible virtual event may take place as an alternative. If this is determined to be the direction of LESJWA, the budget and scope will be revised accordingly.

TASK 4 – Provide Outreach and Administration for Project Management Purposes

DeGrave Communications will serve LESJWA by offering feedback in regards to program effectiveness. Bi- annual activity reports will be provided to LESJWA with accomplished tasks, outreach efforts, and effectiveness. DeGrave Communications will meet with the Board and provide strategic counsel as needed, in addition to attending quarterly meetings with the Education and Outreach Committee. A mid-year overall program evaluation will be presented twice a year, if requested.

TASK 5 – Provide Issues Management Services

DeGrave Communications will work to foresee possible crisis that may arise. By being prepared and proactive for various issues that can be potential crises, the crisis can be diverted into a controlled and well-managed opportunity to demonstrate LESJWA's effective management of the watershed water quality efforts. Staff will be available to serve to counsel and support as needed during issue management and potentially critical times.



PHASE FOUR: EVALUATION

During the entire implementation process, the DeGrave Communications team will continually evaluate outreach progress and refine our approach, if needed. A mid-year and end-of year report will include evaluating the success of the outreach efforts.

7. PROJECT SCHEDULE



DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

(7) PROJECT SCHEDULE

| PHASE 1: RESEARCH | | | | | | |
|------------------------------------|----------|----------|----------|----------|----------|----------|
| | MONTH 1 | MONTH 2 | MONTH 3 | MONTH 4 | MONTH 5 | MONTH 6 |
| Social media survey | | | | | | |
| Conduct materials audit | | | | | | |
| PHASE 2: PLANNING | | | | | | |
| Update communications plan | | | | | | |
| PHASE 3: IMPLEMENTATION | | | | | | |
| Quarterly EO meeting | | | | | | |
| Report | | | | | | |
| On-going outreach/ admin support | | | | | | |
| On-going media relations support | | | | | | |
| LESJWA Water Summit (pending date) | | | | | | |
| Community events | | | | | | |
| On-going issues management | | | | | | |
| PHASE 3: IMPLEMENTATION | | | | | | |
| | MONTH 7 | MONTH 8 | MONTH 9 | MONTH 10 | MONTH 11 | MONTH 12 |
| Quarterly EO meeting | | | | | | |
| Quarterly report | | | | | | |
| On-going outreach/ admin support | | | | | | |
| On-going media relations support | | | | | | |
| LESJWA Water Summit | | | | | | |
| Community events | | | | | | |
| On-going issues management | | | | | | |
| | MONTH 13 | MONTH 14 | MONTH 15 | MONTH 16 | MONTH 17 | MONTH 18 |
| Quarterly EO meeting | | | | | | |
| Report | | | | | | |
| On-going outreach/ admin support | | | | | | |
| On-going media relations support | | | | | | |
| LESJWA Water Summit (pending date) | | | | | | |

| | | | | | | |
|------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Community events | | | | | | |
| On-going issues management | | | | | | |
| | MONTH 19 | MONTH 20 | MONTH 21 | MONTH 22 | MONTH 23 | MONTH 24 |
| Quarterly EO meeting | | | | | | |
| Report | | | | | | |
| On-going outreach/ admin support | | | | | | |
| On-going media relations support | | | | | | |
| LESJWA Water Summit (pending date) | | | | | | |
| Community events | | | | | | |
| On-going issues management | | | | | | |
| PHASE 4: EVALUATION | | | | | | |
| | MONTH 19 | MONTH 20 | MONTH 21 | MONTH 22 | MONTH 23 | MONTH 24 |
| End of year report | | | | | | |
| Share findings | | | | | | |

8. FEE PROPOSAL



DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

(8) FEE PROPOSAL

DeGrave Communications has developed a project approach that identifies the activities noted in the Scope of Work. This cost is an anticipated, not-to-exceed dollar amount. The following Cost Proposal is based on time and materials calculated using the following hourly rates by team classification and estimating the staff hours required to complete tasks. Some tasks noted are billed by project and not by an hourly rate.

We would like to stress that the following Cost Proposal has been completed before LESJWA's project scope approval, which may affect the proposed allocation of staff resources and costs. We look forward to engaging with the LESJWA EO Committee to identify communications priorities and adjust resources and budget as needed.

Mileage is currently billed at 57.5 cents per mile, as per the 2020 standard mileage rate. For contracts encompassing multiple years, mileage rate can fluctuate from year-to-year.

Incidentals are billed at a 20% markup.

| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|------------------------------------------------------------------------------------------------------------------|-----------|-------|------|-----------------|
| TASK 1 - CONDUCT OUTREACH SERVICES IN CANYON LAKE AND LAKE ELSINORE | | | | |
| Includes: Design and revise collateral materials, attend community events (OWOW, Splash into Spring, Fiesta Day) | | | | |
| Outreach services (principal in charge) | | 10 | 175 | \$1,750 |
| Outreach services (account executive) | | 5 | 150 | \$750 |
| Outreach services (management analyst) | | 8 | 125 | \$1,000 |
| Outreach services - staffing community events | | 35 | 75 | \$2,625 |
| Graphic design | | 20 | 125 | \$2,500 |
| OWOW registration | \$834 | | | \$834 |
| Fiesta Day registration | \$174 | | | \$174 |
| Incidentals (miles, registration fees, printing) | \$500 | | | \$500 |
| | | | | |
| | | | | |
| | | | | \$10,133 |



| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|------------------------------------------------------------------------|-----------|-------|------|-----------------|
| TASK 2 – MEDIA OUTREACH / SOCIAL MEDIA | | | | |
| Includes: Media relations support. Management of social media page(s). | | | | |
| Media outreach (principal in charge) | | 15 | 175 | \$2,625 |
| Social media (account executive) | | 52 | 150 | \$7,800 |
| Social media ads | \$200 | | | \$200 |
| | | | | |
| | | | | \$10,625 |

| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|----------------------------------------------------------------------------------------------------------|-----------|-------|------|------------|
| TASK 3 – LESJWA SUMMIT | | | | |
| Includes: Event management. Design content. Manage: sponsors, vendors, attendees. Informational packets. | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | \$0 |

| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|------------------------------------------------------------------------------------------------------|-----------|-------|------|----------------|
| TASK 4 – OUTREACH AND ADMINISTRATION FOR PROJECT MANAGEMENT | | | | |
| Includes: Attend quarterly meetings, assist in project managerial duties, evaluate program mid-year. | | | | |
| Outreach services (principal in charge) | | 10 | 175 | \$1,750 |
| Outreach services (management analyst) | | 8 | 125 | \$1,000 |
| | | | | |
| | | | | |
| | | | | \$2,750 |



| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|--------------------------------------------------------------------------------------|-----------|-------|------|---------|
| TASK 5 – PROVIDE ISSUE MANAGEMENT SERVICES | | | | |
| Includes: Assist in public outreach and responses to potential issues that may arise | | | | |
| Issues Management (principal in charge) | | 8 | 175 | \$1,400 |
| | | | | |
| | | | | |
| | | | | \$1,400 |

| YEAR 1 | TOTAL |
|------------------------------------------------------|-----------------|
| TOTAL PROJECT COST | |
| | |
| TASK 1 – OUTREACH SERVICES | \$10,133 |
| TASK 2 – MEDIA OUTREACH / SOCIAL MEDIA | \$10,625 |
| TASK 3 – WATER SUMMIT PLANNING | \$0 |
| TASK 4 – OUTREACH AND ADMINISTRATION MEETINGS | \$2,750 |
| TASK 5 – ISSUE MANAGEMENT | \$1,400 |
| | |
| | \$24,908 |
| | |



| YEAR 2 | FLAT RATE | HOURS | RATE | TOTAL |
|-------------------------------------------------------------------------------------------------|-----------|-------|------|----------------|
| TASK 1 - CONDUCT OUTREACH SERVICES IN CANYON LAKE AND LAKE ELSINORE | | | | |
| Includes: Revise collateral materials, attend community events (Splash into Spring, Fiesta Day) | | | | |
| Outreach services (principal in charge) | | 8 | 175 | \$1,400 |
| Outreach services (account executive) | | 5 | 150 | \$750 |
| Outreach services (management analyst) | | 5 | 125 | \$625 |
| Outreach services - staffing community events | | 12 | 100 | \$1,200 |
| Graphic design | | 10 | 125 | \$1,250 |
| Fiesta Day registration | \$174 | | | \$174 |
| Incidentals (miles, registration fees, printing) | \$450 | | | \$450 |
| | | | | |
| | | | | |
| | | | | \$5,849 |

| YEAR 2 | FLAT RATE | HOURS | RATE | TOTAL |
|------------------------------------------------------------------------|-----------|-------|------|----------------|
| TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA | | | | |
| Includes: Media relations support. Management of social media page(s). | | | | |
| Media outreach (principal in charge) | | 10 | 175 | \$1,575 |
| Social media (account executive) | | 50 | 150 | \$7,500 |
| Social media ads | \$200 | | | \$200 |
| | | | | |
| | | | | |
| | | | | \$9,275 |

| YEAR 2 | FLAT RATE | HOURS | RATE | TOTAL |
|----------------------------------------------------------------------------------------------------------|-----------|-------|------|----------------|
| TASK 3 - LESJWA SUMMIT | | | | |
| Includes: Event management. Design content. Manage: sponsors, vendors, attendees. Informational packets. | | | | |
| Summit (principal in charge) | | 15 | 175 | \$2,625 |
| Summit (account executive) | | 10 | 150 | \$1,500 |
| Summit (management analyst) | | 10 | 125 | \$1,250 |
| Graphic design | | 10 | 125 | \$1,250 |
| | | | | |
| | | | | \$6,625 |

| YEAR 2 | FLAT RATE | HOURS | RATE | TOTAL |
|------------------------------------------------------------------------------------------------------|-----------|-------|------|----------------|
| TASK 4 - OUTREACH AND ADMINISTRATION FOR PROJECT MANAGEMENT | | | | |
| Includes: Attend quarterly meetings, assist in project managerial duties, evaluate program mid-year. | | | | |
| Outreach services (principal in charge) | | 10 | 175 | \$1,750 |
| Outreach services (management analyst) | | 5 | 125 | \$625 |
| | | | | |
| | | | | |
| | | | | \$2,375 |

| YEAR 1 | FLAT RATE | HOURS | RATE | TOTAL |
|--------------------------------------------------------------------------------------|-----------|-------|------|--------------|
| TASK 5 - PROVIDE ISSUE MANAGEMENT SERVICES | | | | |
| Includes: Assist in public outreach and responses to potential issues that may arise | | | | |
| Issues Management (principal in charge) | | 5 | 175 | \$875 |
| | | | | |
| | | | | |
| | | | | \$875 |



| YEAR 2 | TOTAL |
|------------------------------------------------------|-----------------|
| | |
| TOTAL PROJECT COST | |
| | |
| TASK 1 - OUTREACH SERVICES | \$5,849 |
| TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA | \$9,275 |
| TASK 3 - WATER SUMMIT PLANNING | \$6,625 |
| TASK 4 - OUTREACH AND ADMINISTRATION MEETINGS | \$2,375 |
| TASK 5 - ISSUE MANAGEMENT | \$875 |
| | |
| | \$24,999 |

9. BILLING RATES



DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

(9) BILLING RATES

While our core team for the proposed project is noted in this proposal, DeGrave Communications will at times bring on staff members for an as-needed basis to achieve the goals of the project. We hold tight to a list of hand-selected team members to support our outreach efforts when needed. Our extended team members hold specializations in niche communications areas (such as multi-cultural communications, photography and videography). *By operating in this manner, we are able to maintain quality, while also minimizing overhead and passing this savings on to our clients.*

| CLASSIFICATION | HOURLY RATE |
|---------------------------------|-------------|
| President (Principal in Charge) | \$175 |
| Account Executive | \$150 |
| Management Analyst | \$125 |
| Visual Designer | \$125 |



LESJWA BOARD MEMORANDUM NO. 2020.18

DATE: June 18, 2020

SUBJECT: Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Program

TO: LESJWA Board of Directors

FROM: Mark Norton, Authority Administrator

RECOMMENDATION

Staff and the Lake Elsinore and Canyon Lake (LE&CL) Nutrient TMDL Task Force recommend that the Board of Directors authorize a General Services Agreement and Task Order No. CDM160-04 with CDM Smith, Inc. for an amount not-to-exceed \$100,000.00 to further support the LE&CL TMDL adoption process and provide technical support services to the Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force for fiscal year 2020-21.

DISCUSSION

On April 21, 2020, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force (LE/CL Task Force) reviewed and recommended for approval a proposal from CDM Smith to further support the TMDL adoption process. Included in this proposal were additional technical support services to the Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force during the ongoing Basin Plan amendment process.

The attached Task Order with CDM Smith provides further support for the LE&CL TMDL adoption process and additional technical support services to Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant, CDM Smith, through FY 2020-21 as highlighted below:

TMDL Adoption Process

- Basin Plan Amendment Support

TMDL Implementation Support Activities

- Regional Project Implementation
- Lake Simulation Modeling
- 2020 TMDL Compliance Report
- Task Force Meeting Participation

Due to internal delays by Regional Board staff and staff turnover, the Basin Plan Amendment process has taken far more time than originally anticipated and further justification of the new TMDL for new Regional Board staff will be needed. It is anticipated that the effort to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs will continue into 2021, including the effort of the State and EPA to approve the update as an amendment to the Basin Plan. In conformance with the TMDL update, several TMDL implementation support activities as defined will be necessary for the coming fiscal year.

BACKGROUND

In June of 2015, the LE/CL Task Force petitioned the Santa Ana Water Board to reopen and revise the Nutrient TMDLs based on the wealth of new information developed over the last 10 years. The Santa Ana Water Board agreed to make this effort a high priority as part of the recent Triennial Review (R8-2015-0085). As part of this agreement, the LE/CL Task Force has accepted responsibility to develop the documentation needed to update and amend the Nutrient TMDL for Canyon Lake and Lake Elsinore.

The reason for the TMDL update is to reflect the significant amount of new data that has developed since the LE/CL-TMDL was first enacted. This information has fundamentally transformed our understanding of how nutrient loading affects the lakes under both natural and undeveloped, and current land use conditions. The scientific studies commissioned by the Task Force have shown conclusively that many of the modeling assumptions used to develop the original TMDL were not accurate. Further, the land use has changed, regulatory policies and permits have been revised, and more specificity is needed to clarify compliance. The work by CDM Smith over the next three fiscal years will require significant scientific and regulatory justification for approval by the Santa Ana Regional Water Quality Control Board and EPA.

In October 2015, in response to a request for qualifications issued by LESJWA, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Technical Advisory Committee unanimously recommend the selection of CDM Smith to lead the effort to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs. CDM Smith was selected by a proposal technical review committee composed of task force agencies, based upon the consultant's substantial knowledge of the TMDLs and professional expertise of consultants assembled for their team.

On December 17, 2015, the LESJWA Board approved the selection of CDM Smith and authorized the first of a series of Task Orders with CDM Smith to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs. Expenses incurred by CDM Smith to date remain within budget of the overall TMDL Update effort proposed by the consultant, and on time according to their original schedule.

On October 20, 2016, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force (LE/CL Task Force) unanimously recommended the second in a series of Task Orders prepared by CDM Smith to complete the effort to revise and update Lake Elsinore and Canyon Lake Nutrient TMDLs Technical Document and submit a final Basin Plan Amendment package to the Regional Board.

On December 21, 2017, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force (LE/CL Task Force) unanimously recommended the third in a series of Task Orders prepared by CDM Smith to complete the effort to revise and update Lake Elsinore and Canyon Lake Nutrient TMDLs Technical Document and submit a final Basin Plan Amendment package to the Regional Board.

On December 10, 2018, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force (LE/CL Task Force) unanimously recommended a Change Orders to the CDM Smith agreement to further support the TMDL adoption process and TMDL-related implementation activities ongoing during the Basin Plan amendment process.

RESOURCES IMPACT

All funding for this Task Order is provided by the TMDL Task Force FY 2018-19 Budget for an amount not-to-exceed \$100,000. All staff contract administration time for this contract will be taken from the TMDL budget and funded by the TMDL Stakeholders.

Attachment:

1. CDM Smith General Services Agreement
2. CDM Smith Task Order No. CDM160-04
3. CDM Smith Scope of Work (Attachment A)

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **18th day of June, 2020** by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA 92503, and CDM Smith, Inc. whose address is 600 Wilshire Boulevard, Suite 750, Los Angeles, CA 90017.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2023**, unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Board and the Authority Administrator of LESJWA. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may, at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each such assignment; provided, however, that Consultant shall not subcontract any of the work to be performed without the prior written consent of LESJWA.

ARTICLE III
COMPENSATION

3.01 In consideration for the services to be performed by Consultant, LESJWA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **OBLIGATIONS OF CONSULTANT**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability policy and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. ~~Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA; waived~~
- c. Comply with all local, State and Federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A.M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in forfeiture of coverage.

Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30-day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation

to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

4.05 In the event that LESJWA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, State and Federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event LESJWA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V **OBLIGATIONS OF LESJWA**

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

6.01 During the term of this Agreement, the Board of Directors of LESJWA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of LESJWA, or in some occurrences such as term extensions, the Authority Administrator.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Board of LESJWA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise LESJWA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Board of Directors of LESJWA.

6.04 In the event that LESJWA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by LESJWA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the

same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

7.01 In the event LESJWA authorizes Consultant to perform construction management services for LESJWA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, Authority Administrator and Board of LESJWA. No Change Order shall be issued or executed without the prior approval of the Board of Directors of LESJWA.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, LESJWA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX
STATUS OF CONSULTANT

9.01 Consultant shall perform the services assigned by LESJWA in Consultant's own way as an independent contractor, and in pursuit of Consultant's independent calling, and not as an employee of LESJWA. Consultant shall be under the control of LESJWA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with LESJWA's liaison, Authority Administrator, and Board of Directors as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to LESJWA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Further, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as LESJWA may deem necessary, Consultant shall make available to LESJWA's agents for examination of all such records and will permit LESJWA's to audit, examine and reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. CDM160-04**

CONSULTANT: CDM Smith, Inc. **VENDOR NO.:** 1575
600 Wilshire Boulevard, Suite 750
Los Angeles, CA 90017

COST: **\$100,000.00**

PAYMENT: Upon receipt of proper invoice

REQUESTED BY: Mark Norton, Authority Administrator June 18, 2020

FINANCE: _____
Karen Williams, CFO/Deputy GM Date

FINANCING SOURCE: Acct. Coding: 160-TMDL-6113-01
Acct. Description: Consulting General

COMMISSION AUTHORIZATION REQUIRED: YES (X) NO ()
Authorization: June 18, 2020; LES#2020.18

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and CDM Smith, Inc. (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant entered into on June 18, 2020; expiring December 31, 2023.

I. PROJECT NAME OR DESCRIPTION

FY 2020-21 Technical Support to Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the consultant to support the TMDL adoption process. Included in this proposal were additional technical support services to the Lake Elsinore and Canyon Lake (LE/CL) Nutrient TMDL Task Force during the ongoing Basin Plan amendment process. This includes: Basin Plan Amendment Support, Regional Project Implementation, Lake Simulation Modeling, 2020 TMDL Compliance Report and Task Force meeting participation as further described in Attachment A.

III. PERFORMANCE TIME FRAME

Consultant shall begin work July 1, 2020 and shall complete performance of such services by or before **June 30, 2021**.

IV. LESJWA LIAISON

Mark Norton/Rick Whetsel will serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$100,000.00** in accordance with the rate schedule. Payment for such services shall be made within 30 days upon receipt of proper and timely invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be

provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Phil Williams, Chair Date

CDM SMITH, INC.

(Signature) Date Print or Type Name



600 Wilshire Blvd, Suite 750
Los Angeles, CA 90014
Telephone: (213) 457-2200

Attachment A

April 20, 2020

Mr. Mark Norton
Senior Engineer
Lake Elsinore and San Jacinto Watershed Authority (LESJWA)
Santa Ana Watershed Project Authority
Sterling Way
Riverside, CA 92501

Subject: **Proposal for Fiscal Year 2020-21 Technical Support to Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force**

Background

In June 2015, the Lake Elsinore Canyon Lake (LECL) Task Force petitioned the Santa Ana Water Board to reopen and revise the Nutrient TMDLs for Lake Elsinore and Canyon Lake based on the wealth of new information developed over the previous 10 years. Following approval of the petition, a consulting team led by CDM Smith was contracted to develop the technical documentation and administrative record needed to support adoption of revised TMDLs. This team also supported the Task Force in fiscal year 2019-20 to provide guidance on regional project implementation and prepare responses to peer reviewed comments on the Technical TMDL Report. The Task Force has identified the need for technical support in the upcoming fiscal year 2020-21 for basin plan amendment (BPA) adoption, lake simulation modeling, and development of a 2020 compliance demonstration report. These tasks are described in more detail below. Assumptions that were used to prepare the proposed budget are provided.

Proposed Scope of Work

The CDM Smith team, which includes GEI as a subconsultant, has prepared a scope of work and budget for the following potential tasks. These tasks would be conducted over the period from July 1, 2020 through June 30, 2021, to assist the Task Force during the BPA adoption and approval process in the next fiscal year.

- **Basin Plan Amendment Support** – Remaining items to be finalized by the Santa Ana Water Board include a Staff Report, BPA, and resolution to adopt the proposed revisions to the LECL TMDLs. The CDM Smith team will provide as needed support, including technical review to ensure consistency between the TMDL Technical Report and the BPA documents. CDM Smith will also be available to describe the scientific basis for the TMDL revision, including the unique technical approach, key modeling assumptions, data analysis, compliance demonstration metrics, and regulatory interpretation that may arise at the time of adoption in the Region or during approval by the State Water Resources Control Board and EPA. The budgeted level of effort for this task is summarized below:
 - Labor: CDM Smith (40 hours), GEI (40 hours): \$18,900
- **Task Force Meeting Participation** – It is anticipated that bi-monthly Task Force meetings will occur in fiscal year 2020-21 to conduct the adoption of the revised TMDLs, coordinate regional project implementation activities, and maintain collaboration among stakeholders. The CDM Smith team will prepare technical presentation materials as needed to support any of these meetings and

attend bi-monthly Task Force meetings to participate in discussions regarding ongoing or new TMDL implementation activities, including, for example, the Canyon Lake alum addition project. The basis for this level of effort estimate involves a total of 4 hours for participation in each meeting. Labor to prepare slides, handouts, and supporting technical analyses is assumed to be 4 hours per meeting to be completed by CDM Smith. Travel expenses of \$700/meeting for either CDM Smith or GEI to attend up to four meetings in person are also included in this proposal. The level of effort for this task for the fiscal year 2019/20 (estimated 6 meetings) is summarized below.

- Labor: CDM Smith (48 hours), GEI (24 hours): \$16,300
- FY 2020/21 Travel Expenses: \$2,800
- **Regional Project Implementation** – CDM Smith will collaborate with LESJWA and stakeholders to provide technical support for regional project implementation including estimation of alum dosages, development of new guidance for decisions on timing of future alum applications, review of Lake Elsinore Aeration and Mixing System (LEAMS) effectiveness demonstration to support credit sharing with watershed stakeholders, or any other supporting technical analyses of supplemental projects as requested by the Task Force. The level of effort for these types of services is limited to the following budget:
 - Labor: CDM Smith (58 hours): \$12,000
- **Lake Simulation Modeling** – The proposed TMDL revision provides a means to demonstrate compliance by comparing lake model simulation results for the response targets (chlorophyll-a, dissolved oxygen, and ammonia) under reference conditions in recent years with measured data over the same time period. The Task Force has requested that lake water quality models used to develop the TMDL revision be extended through 2020 for existing and reference conditions. One key task needed to accomplish the extension of the existing models involves migration from the sunseting CAEDYM program (used in the TMDL revision) into modernized tools: Generalized Lake Model (GLM) for Lake Elsinore and the Aquatic Ecosystem Model in 3D (AEM3D) for Canyon Lake. These models were developed by the same team that created CAEDYM and employ the same underlying algorithms for water quality simulation. Simulation results will be compared with those from CAEDYM to ensure the basis for the TMDL revision is unaffected by the model migration. Once this confirmatory step is achieved, the models will be extended through 2020 for the reference watershed condition. The budgeted level of effort for this task is summarized below:
 - Labor: CDM Smith (78 hours), Michael Anderson (54 hours): \$24,000
- **2020 TMDL Compliance Report** – The current TMDL for Lake Elsinore and Canyon Lake adopted in 2004 is effective until the revised TMDL is approved by EPA. The original schedule for the TMDL revision was driven by the need to have the revised TMDL approved prior to the December 2020 final compliance milestone in the current TMDL. Despite a concerted effort by the Task Force as a whole and success in meeting key TMDL revision milestones in the schedule, it is very unlikely that full EPA approval will occur prior to the end of 2020. Thus, dischargers must demonstrate to the Regional Board that the 2020 compliance metrics have been achieved. The report will summarize implementation actions taken to improve water quality in accordance with approved implementation plans. The report will also compare current water quality data with wasteload and load allocations and numeric targets to show how implementation actions have performed toward meeting the requirements of the current TMDL. The CDM Smith team will prepare a 2020 TMDL Compliance Report for review by the Task Force prior to March 15, 2021 (based on hydrologic and

water quality data from calendar year 2020). CDM Smith will complete a final report that addresses comments received from the Task Force to be submitted to the Regional Board prior to June 30, 2021.

- Labor: CDM Smith (100 hours), GEI (20 hours): \$26,000

Key Personnel

Key personnel for the proposed additional services include Steven Wolosoff (CDM Smith), Richard Meyerhoff (GEI Consultants), and Michael Anderson (Professor at UCR and consultant). Additional technical expertise for lake modeling will be provided by Paula Kulis (CDM Smith).

Estimated Budget

CDM Smith proposes to complete the selected elements within this amended scope of work within the estimated budgets provided above on a time and materials basis in accordance with the rates used in the ongoing TMDL revision project. The proposed budget for all of the tasks identified in this scope of work is \$100,000. This work will be performed over the period of July 1, 2020 through June 30, 2021.

Closing

Please call me at (949) 930-7252 or Steven Wolosoff at (617) 452-6393 if you any questions regarding our proposal or need any further information. We look forward to assisting LESJWA in conducting these proposed tasks.

Very truly yours,



Alberto Acevedo
CSL | Sr Project Manager

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LESJWA BOARD MEMORANDUM NO. 2020.19

DATE: June 18, 2020

TO: LESJWA Board of Directors

SUBJECT: Lake Elsinore Advanced Pumped Storage Project (LEAPS) Update

PREPARED BY: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file this status report on Nevada Hydro Company's Inc. (Nevada Hydro) Lake Elsinore Advanced Pumped Storage (LEAPS) Project.

BACKGROUND

Nevada Hydro has filed a license application with the Federal Energy Regulatory Commission (FERC) for the LEAPS Project. This application was accepted by FERC in July 2019 and the FERC's scoping under NEPA is expected to commence soon. Thereafter and concurrent with this application, many other permits and CEQA work would be required before the project can move into implementation.

The proposed project would consist of the following: (1) a new upper reservoir with a 200-foot high main dam and storage of 5,750 acre-feet to be located in the mountains above Lake Elsinore, (2) a 21-foot diameter concrete power shaft and power tunnel with two steel lined penstocks, (3) an underground powerhouse with two reversible pump-turbine units with a total capacity of 500 megawatts, (4) an existing lower reservoir (Lake Elsinore), and (5) about 32 miles of 500 kV transmission line connection the project to an existing transmission line owned by Southern California Edison located north of the proposed project and to an existing San Diego Gas & Electric Company transmission line located to the south.

The State has indicated that because the applicant is not a public agency, the State Water Board will be the CEQA-lead agency. In order to fulfill CEQA requirements, the applicant must enter into a third-party MOU contract (between State Water Board, the Applicant and an environmental consultant hired by the State).

In discussions with the State Water Board on June 8th, the State project manager, Mr. Chase Hildeburn PE reported that the MOU about to be entered into for the development of a CEQA document for the Project. The MOU will be among the State Water Board, Nevada Hydro, and Cardno. Shortly after the MOU has been executed the State will develop a timeline for the CEQA process. As far as the overall licensing process, the Forest Service's request for additional information has been satisfied and the Notice of Intent is expected to be filed by FERC soon. Once the NOI is filed, a joint public scoping meeting for the NEPA and CEQA processes will be scheduled.

Also in regard to the FERC license and based on an Executive Order 13807 which requires Federal agencies to process environmental reviews and authorization decisions for "major infrastructure projects" as One Federal Decision ("OFD"), FERC is the designated lead for all federal agencies who will need to approve the project. This would include US Forest Service, ACOE and US Fish & Wildlife. We understand that LEAPS will be the first hydroelectric license application to be processed under the OFD mechanism.

BUDGET IMPACT

None.

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LESJWA BOARD MEMORANDUM NO. 2020.20

DATE: June 18, 2020
TO: LESJWA Board of Directors
SUBJECT: Lake Elsinore Proposition 1 Grant Application Status
PREPARED BY: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file this status report regarding the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from SAWPA’s One Water One Watershed Proposition 1 IRWM Round 1 Grant program.

BACKGROUND

As part of the Santa Ana Watershed Project Authority’s (SAWPA) One Water One Watershed (OWOW) “Call for Projects” for Proposition 1 Integrated Regional Water Management Round 1 Grant program, two projects related to lake improvements were submitted. One project submitted by the City of Lake Elsinore with the assistance of LESJWA staff was the Physical Harvesting of Algal Biomass in Lake Elsinore – Pilot Project. This project proposes the removal of lake algae through the use of floating barge system that will remove algae from the lake and then be harvested for biofuels, soil amendments or disposal for composting. The project was discussed in the recent TMDL Update Technical Report as a cost-effective means to remove nutrients contained within the algae that often die off, sink to the lake bottom and then resuspend nutrients back into the water column further exacerbating the algae growth. The project is estimated to cost \$297,000 and no local funding match is proposed or required.

On June 4, 2020, SAWPA received notice from DWR that the final grant award for the SAWPA projects was approved, which includes the Lake Elsinore Pilot Project for \$297,000. The next step will be for the City staff to gather documentation related for any CEQA approval if needed for the project. Further, SAWPA will be preparing a draft subagreement with the City of Lake Elsinore that will append the DWR/SAWPA grant agreement. Work can commence once the final grant award letter is received by SAWPA, which is anticipated to occur within the week.

RESOURCES IMPACT

All grant funded related to this project will be conducted by the City of Lake Elsinore. LESJWA will coordinate closely with the City of Lake Elsinore on the design and implementation of this project particularly since algae removal will help support compliance with the TMDL.

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LESJWA BOARD MEMORANDUM NO. 2020.21

DATE: June 18, 2020
TO: LESJWA Board of Directors
SUBJECT: Lake Elsinore & Canyon Lake Nutrient TMDL Task Force Update
PREPARED BY: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the LESJWA Board receive and file status report regarding the Lake Elsinore and Canyon Lake Nutrient TMDL Revision Report and the Lake Elsinore and Canyon Lake TMDL Task Force activities.

DISCUSSION

Work continues by the Regional Board on the Draft Staff Report/TMDL Revision Technical Report (TMDL Revision Technical Report) for Lake Elsinore, Canyon Lake, and the San Jacinto Watershed. This report contains all the required elements for revision of the 2004 TMDLs, including revised Numeric Targets for both Lakes to require further reductions of nutrients discharged to the Lakes and an updated Implementation Plan. Response to the peer review comments are expected to be completed and submitted back to the Regional Board in mid-February.

An extensive review and feedback from peer reviewers was conducted using LE/CL TMDL Task Force consultants. However, the task force has been informed that further delays since the Regional Board feels that it will need to bring new Regional Board staff up-to-speed on all past work and further outreach with EPA will be necessary. A public workshop is still being contemplated depending on the response to Peer Review and Public Comments, and then a Public Hearing for the Board to consider adoption in late summer 2020.

The LE/CL TMDL Task Force activities continue to support the TMDL update and monitoring activities. LESJWA/SAWPA staff prepared a FY 20-21 Budget, which was included with the LESJWA FY20-21 Budget and approved by the LESJWA Board on April 16, 2020.

Work continues on the fishery management plan and survey, preliminary reports show that there is not excessive population of carp so the need for a carp removal operation is not anticipated. A draft report is anticipated to be released in late June 2020. Additional fish tissue analysis has been conducted since the last status report.

BUDGET IMPACT

None